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Mr K Martin  
Clerk to the Council

## SLEAFORD TOWN COUNCIL ALLOTMENT TENANCY AGREEMENT

An agreement made on ...../...../..... between Sleaford Town Council (hereinafter called the Council) and the new tenant, (hereinafter called the tenant.)

NAME.....

ADDRESS.....

TELEPHONE No ..... e-mail .....

FIELD..... PLOT NUMBER.....

The Council agree to the above named person taking an allotment tenancy, where the rent set by the Council and the existing regulations set out below, may be reviewed and altered by the Council at any time.

### SUBJECT TO ACCEPTING THE FOLLOWING REGULATIONS.

#### A

1. From October 2014, on commencing a new tenancy, a deposit of £20.00 shall be paid. This will be refunded if the allotment is vacated in an acceptable condition.
2. The Tenant shall pay rent due by the end of October each year. (Final date of payment to be specified on the invoice.)
3. The Tenant shall use the plot for the purposes of an allotment garden only, i.e. wholly or mainly used for the production of vegetables or fruit for consumption by yourself or your family.
4. The Tenant shall keep the allotment free from weeds, well-manured and in a good state of cultivation. The pathways included in the plot, or abutting the plot, shall be kept in good condition and reasonably free from weeds. If these conditions are not met, the council may terminate the tenancy with 1 months' notice.
5. The Tenant shall not cause or permit any nuisance or annoyance to other allotment holders, nor obstruct, or encroach on, any path or roadway set out by the Council for the use of allotment holders.
6. The Tenant shall not sub-let or part with any section of the allotment. The tenant may take up to 2 partners to assist in the working of the allotment. The names and addresses of partners must be notified to the Council and accepted in writing by the Council. These names will be registered on the tenancy agreement.
7. The Tenant shall not, without prior consent of the Council in writing, prune any timber or trees, nor sell or take away any mineral, gravel, sand, earth or clay.

8. The Tenant shall not erect any building on the allotment without the prior consent of the Council in writing. Specification of plans and materials must be submitted and no free standing shed shall exceed 8 feet by 12 feet.
9. The Tenant shall not erect any fence of barbed wire adjoining any path set out for the use of occupiers of the allotments.
10. The Tenant shall not, without consent from the Council in writing, plant any trees, large bushes or any crops that take more than 12 months to mature.
11. The Tenant shall not deposit or allow others to deposit on the allotment, any refuse or decaying matter except manure and compost in such quantities as may be required in cultivation. No matter of any kind shall be placed in the hedges, dykes or any land adjoining the allotments.
12. The Tenant shall ensure that any dog brought onto the allotments, allotment paths and other allotment areas is kept on a lead at all times.
13. The Tenant shall not keep any livestock or animals on the allotment without the prior consent of the Council in writing. Such consent not to be unreasonably withheld.
14. The Tenant shall not erect any notice or advertising on the allotment.
15. The Tenant shall notify the Council of any changes of address of the Tenant or partners.
16. The Tenant shall yield up the allotment at the termination of the tenancy in a good condition as specified in the regulations.
17. The Tenant shall permit any officer or agent of the Council to enter the allotment and inspect the condition thereof and any buildings erected thereon.
18. A water supply key will be supplied with the tenancy agreement and must be returned on termination of the tenancy.
19. The Tenant shall observe and perform any special conditions that the Council consider necessary to preserve the allotment from deterioration of which notice shall be given to the Tenant in accordance with clause D of the agreement.

## **B**

The Council hereby agrees that the Tenant observing, and abiding by, the conditions and obligations of the tenancy agreement may use and enjoy the allotment without any interruption by the Council.

## **C**

1. The Tenant will be allowed to transfer the tenancy to a partner at any time providing that the partnership has been registered and accepted by the Council for at least one year.
2. The tenancy shall terminate on the death of the Tenant but may be transferred to a partner upon written application.
3. The tenancy may be terminated in any of the following ways:
  - a. By either party giving the other twelve months' notice in writing.
  - b. By the Council giving three months' notice in writing to the tenant on account of the allotment being required:
    - i. For any purpose (not being for use of the same for agriculture) for which it has been appropriated under a statutory provision.
    - ii. For building, mining or any other industrial purpose or for any roads or sewers in connection with any of these purposes.

c. By the Council giving one month's notice to the Tenant if the rent is in arrears for not less than 40 days, whether legally demanded or not, or if it appears to the Council that there has been a breach of the allotment regulations on the part of the Tenant.

**D**

Any notice required to be given by the Council to the Tenant may be signed by an officer of the Council on behalf of the Council and may be served on the Tenant personally or by posting to the Tenants last known address, or by fixing a notice in a conspicuous place on the allotment. Any notice from the Tenant to the Council shall be posted or delivered to the Town Council office.

I, THE PREVIOUSLY NAMED TENANT, AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

Signature of Tenant:.....  
Date...../...../.....

Signature of Sleaford Town Council Officer:  
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Position.....

**NAMES AND ADDRESSES OF PARTNERS**

1.....  
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**NAMES AND ADDRESSES OF PARTNERS**

2.....  
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