



AN AGREEMENT made the ** day of ** Two Thousand and Eight BETWEEN BIDEFORD TOWN COUNCIL (hereinafter called “the Council”) by the hand of Heather Blackburn its Clerk and duly authorised Agent of the one part and **Name, Address** (hereinafter called “the Tenant”) of the other part

WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the **th day of Month Two Thousand and Eight the allotment garden numbered ** on the Council’s allotment site at **Marland** at the yearly rent of TWENTY POUNDS (£20.00) payable from September 2008 and subject to the provisos and conditions hereinafter contained.
2. The Tenant hereby agrees with the Council as follows:
 - a. To pay the rent hereby reserved on the first day of September in every year during the continuance of this tenancy without any deductions whatsoever;
 - b. To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council;
 - c. To keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds;
 - d. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site;
 - e. Not to underlet, assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council;
 - f. Not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral, gravel, sand, earth or clay;
 - g. Not without the prior consent in writing of the Council to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant;
 - h. Not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens;
 - i. Not to take or permit or suffer to be taken on, across or along the right of way from Marland Terrace to the site of the Allotments coloured brown on the Plan any vehicles of any kind other than bicycles or wheelbarrows.
 - j. Not without the previous consent, in writing, of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature;
 - k. Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situate in the said allotment site or in any adjoining land;

- l. Not to turn out or cause to be turned out or tie up or cause to be tied up or suffer or permit to be so turned out or tied up any animal on the said land;
 - m. The Tenant shall retain the key to the entrance gate at Marland Terrace, which key will also operate the entry gate at the fence surrounding the site, a charge for which will be made to the Tenant on assuming the Tenancy. Such key will be surrendered on giving up the Tenancy after which the deposit for the key will be re-imbursed. In the event of loss the original deposit will be retained by the Council.
 - n. Not to erect any notice or advertisement on the allotment garden, unless authorised by Bideford Town Council.
 - o. To notify forthwith the Council of any change of address of the Tenant.
 - p. The Council shall have the power upon giving three months notice in writing to the Tenant to expire at any time in the year in order to allow Devon County Council, as owners of the site, to exercise the right which they hold to resume possession of the land or part thereof if required to be used for building, mining or other industrial purposes or for roads or sewers necessary therefore, the Devon County Council making compensation for crops then growing thereon.
 - q. To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
 - r. To permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon;
 - s. To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
 - t. At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment garden.
3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
 4. This tenancy shall terminate on the death of the tenant and may also be terminated in any of the following manners:
 - a. By either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year;
 - b. By re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes;
 - c. By re-entry by the Council at any time after giving one months previous notice in writing to the tenant;
 - (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - (ii) If it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or
 - (iii) If the Tenant shall become bankrupt or compound with his creditors.
 - d. If the Tenant moves out of the parish of Bideford he will be required to surrender his allotment by the following 31st August.

- 5. The Tenancy may also be determined by the Council or the Tenant (subject always to the proviso contained in Condition Number 2.p. of the foregoing) by six months notice in writing expiring on the 1st day of April in any one year.

- 6. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it as his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

AS WITNESS the hands of the parties hereto the day and year first before written.

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Clerk

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Tenant