



# St. Anne's on the Sea Town Council

## AGREEMENT FOR LETTING OF ALLOTMENT GARDEN AT BLUNDELL ROAD

THIS AGREEMENT is made the 1<sup>st</sup> day of January 2018 BETWEEN Saint Annes on the Sea Town Council, West Lodge, 5 St George's Road, St Anne's on The Sea, FY8 2AE in the County of Lancashire (hereinafter called "The Council") by the hand of S Taylor, their Town Clerk of the one part and «Forename» «Surname», «Address1», Lytham St Annes, FY8 «Postcode» (hereinafter called "the Tenant") of the other part. **WHEREBY** the Council agree to let and the Tenant agrees to take on a yearly tenancy from the 1<sup>st</sup> January 2019 (Two Thousand and Nineteen) the Allotment Garden numbered «Plot\_No» Blundell Road in the Register of Allotment Gardens kept by the Council and measuring «sqm» sq metres or thereabouts, at the yearly rent of £«Rent» payable yearly.

### Tenant Agreement

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below:

1. To pay the rent within 1 month of receipt of invoice.
2. To keep the allotment clean and in a good state of cultivation, fertility and free from weeds.
3. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden.
4. Not to underlet or assign or part with the possession of the Allotment Garden or any part thereof without written consent of the Town Council.
5. To read and comply with the current Health and Safety Policy issued by the Council.
6. When using any sprays or fertilisers, the Tenant must take all reasonable care to ensure the adjoining plots are not adversely affected and so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members or pests and comply at all times with current regulations.
7. To keep the gate locked at all times. Not to divulge the security code to persons who are not allotment tenants. The allotment tenant must accompany, at all times, any contractor acting on their behalf onto the site.
8. Vehicles taken onto the allotments are driven at owner's risk and are only to be taken onto the site to deliver materials.

9. Not to plant new trees.
10. Use of the communal facilities (greenhouse, tool sheds, polytunnel, etc.), shall be by agreement with the other tenants.
11. Not to:
  - a. Construct ponds
  - b. Keep chickens, rabbits or bees.
  - c. Use barbed wire for fencing.
  - d. Erect any building
12. To observe and perform all the covenants conditions or otherwise (if any) contained or mentioned in the Assurance under which the Council hold the land.
13. To permit any Member of the Town Council or its Officers to inspect the Allotment Garden at any time.
14. To ensure that any dogs brought onto the allotments are kept on a lead at all times.
15. To ensure that juvenile family members brought onto the allotments are kept under supervision at all times.
16. To use the Allotment Plot(s) as Allotment Plot(s) and for no other purpose, nor for any trade or business.
17. To maximize use of water from water butts in preference to using the mains supply.
18. Not to erect or display notices or advertisements on the Allotment Plot(s).
19. In the event of a dispute arising between tenants, the tenants shall try to resolve the problem themselves. Failure to reach an amicable settlement the matter can be referred to the Town Council who will appoint two arbitrators. The Town Council's decision shall be final and binding on all parties. The Town Council will record its decision formally.
20. To keep the Town Council informed of change of address and contact details.
21. Not to deposit or allow to be deposited on the Allotment any refuse or decaying matter except manure and compost in such quantities as may reasonably be required for cultivation.
22. Not to allow fires on the site.

### **Determination of the Tenancy**

23. Upon the death of the Tenant this tenancy shall determine on the yearly rent day next after the death of the Tenant.
24. This tenancy may otherwise be determined by either party giving to the other one months notice in writing.
25. This tenancy may also be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

- a. If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or
- b. If it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement (and provided that if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy) and that the Tenant has failed to comply within a reasonable time with any notice in writing by the Council, or the Allotment Society (as agent for the Council),
- c. If the Tenant becomes bankrupt or compounds with their creditors,
- d. If upon changing address the Tenant is then residing more than one mile outside of the Parish.

26. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk of the Council and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

27. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Town Clerk.

The Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement and shall not apply hereto.

IN WITNESS whereof the Council and the Tenant have hereunto set their respective hands the day and year first before written.

**SIGNED** by the said



In the presence of John Nightingale  
West Lodge,  
5 St Georges Road  
St Anne's on the Sea  
FY8 2AE

**SIGNED** by the said

In the presence of