**Tenancy Agreement Form**

 **Layton Permanent Allotment Association**

Agreement made on the 2nd February 2019

BETWEEN LAYTON PERMANENT ALLOTMENT ASSOCIATION (hereinafter called “the Association”) acting by XXXXXXXXXXX XXXXXXXXXX of X xxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxx, XXXX XXXXXXXXXX of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and XXXXXXXX XXXXXX of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, the current Trustees of the Association (hereinafter called “the Trustees") duly authorised in this behalf of the one part and of Blackpool aforesaid (hereinafter called “the Tenant”) of the other part WHEREBY the Association agree to let and the Tenant agrees to hire as a yearly tenant from the 2nd February 2019

The allotment garden numbered \_\_\_\_\_

In the list of Allotments known as Layton Permanent Allotments
kept by the Association and containing \_\_\_\_\_\_\_\_ square metres or
thereabouts at a yearly rent of XXp/m2 (hereinafter called “the initial rent”) or such revised rent (hereinafter called “the revised rent”) as hereinafter provided for and at a proportionate rent for any part of a year over which the tenancy may extend payable as hereinafter mentioned.

The Tenancy is subject to the following conditions:-

The expression “rent” in this Agreement shall where the context so admits, mean the initial rent, the revised rent or both

1. The Tenant shall pay the rent together with any VAT in respect thereof on the Second day of February in each year and the first payment or proportionate part thereof shall be due and payable on the signing of this Agreement
2. The Association shall be entitled to revise the yearly rent payable hereunder at any time during the period of this Agreement upon giving to the Tenant one calendar month notice of its intention to do so and the revised rent shall be payable with effect from the first day following the expiry of such notice PROVIDED ALWAYS that the revised rent shall not be less than the rent payable immediately prior to the service of the notice
3. The tenant will also pay all rates taxes and assessments whatsoever to become henceforth payable for or in respect of the allotment garden or the use thereof
4. The tenant shall not without the written consent of the Association erect any building on the allotment garden provided that consent shall not be refused under this Clause to the erection of any building reasonably necessary for the purposes mentioned in Section 12 of the Allotments Act 1950 and consent shall not be unreasonably withheld to the erection of a tool house shed or greenhouse on the allotment garden

Any such building erected in accordance with the preceding Clause shall be kept painted and maintained to the satisfaction of the Trustees

1. The tenant shall 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 abutting on the allotment garden (or in case of any pathway or cart track abutting on the allotment garden and any other allotment garden the half width of it) reasonably free from weeds
2. The tenant shall himself cultivate the allotment garden and shall not use it for any other purpose other than the growing of vegetables flowers and subject to the provisions of paragraph (32) hereof fruit. Provided however that not less than seventy five per cent of the allotment garden shall be cultivated for vegetable produce. No pigs or other animals or fowls doves or pigeons shall be kept on any allotment garden other than those permitted by clause (15) of this agreement
3. Each tenant shall leave twenty-three centimetres uncultivated all-round the allotment garden with the exception of that part adjoining the cart road and shall keep every path adjoining the allotment garden in good repair and condition and free from rubbish
4. The Tenant shall not rent more than one allotment plot in the Borough of Blackpool unless circumstances arise which make such additional letting or lettings by the Association desirable unless more than one plot is rented by the Tenant at the date hereof and furthermore:-
5. should the Tenant under this Agreement be resident outside the boundary of the Borough of Blackpool then upon the Tenant removing from his present address to another address outside the said Borough boundary he will surrender his allotment plot to the Association and;
6. should the Tenant under this Agreement being a resident within the boundary of the Borough of Blackpool remove from his present address to an address outside the said Borough boundary he will surrender his allotment plot to the Association.
7. The Tenant shall keep all hedges ditches and pathways bounding or adjoining the allotment garden properly cut trimmed weeded and cleansed as the case may be and all stones and rubbish must be composted or removed from the allotment garden and not buried thereon. The Tenant shall not reduce the height of any fencing or hedge adjoining his allotment without the prior written permission of the Trustees
8. The Tenant shall not use barbed wire for fencing or for any other purpose adjoining any path or cart track for the use of occupiers of any of the allotment gardens in the allotment field
9. The Tenant shall not without the written consent of the Association under the hand of the Trustees plant any trees or fruit bushes or any crops of any kind which require more than 12 months to mature
10. The Tenant shall wherever possible compost all materials arising from cultivation of the allotment garden and return such compost to the allotment garden
11. The Tenant shall not deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges ditches or dykes in the allotment field of which the allotment garden forms part or in adjoining land and for the avoidance of doubt a breathable landscape membrane may be used but the use of carpet or other textile material is prohibited
12. The Tenant shall not bring or cause to be brought into the allotment field of which the allotment garden forms part any dog unless the dog is held and kept on a leash
13. The Tenant shall not keep any birds or livestock of any kind upon the allotment garden except those permitted by Section 12 of the Allotments Act 1950 Provided Always that poultry and/or bees may be kept upon the allotment garden with the prior written consent of the Association and subject to any conditions directions or regulations issued by the Association in respect thereof
14. The Tenant shall not use any sprinklers, sprinkle bars or irrigation systems at any time to water or irrigate the allotment plot however, hosepipes may be used but they must be hand held at all times and may be used as a means of filling a water butt.
15. The Tenant shall not use, permit, keep or allow any open stove, log burner, hearth or any other such equipment for use on the allotment garden and not to allow or permit the burning of any materials whatsoever upon the allotment garden, PROVIDED ALWAYS that the burning of pernicious weeds in a responsible manner and in accordance with any guidelines issued by the Association, shall not be deemed to be a breach of this clause.
16. The Tenant shall not erect any notice or advertisement on the allotment garden
17. The Tenant shall inform the Association Secretary immediately of any change of his address
18. Any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment field may, if it is unable to be resolved, be referred to the Association whose decision shall be final.
19. The Tenant shall yield up the allotment garden at the determination of the tenancy created by this Agreement in such condition as shall be consistent with the observation and performance of the terms of this Agreement
20. Upon termination of the tenancy (for any reason) the Tenant will remove all structures and fixtures and all other items on the allotment (unless transferring to an incoming tenant with the written consent of the Committee). If the plot has not been cleared of all or any such items within 14 days from the date of termination then the Committee may treat such items as abandoned and deal with them as it thinks fit - any charges in connection with such action shall be recoverable from the Tenant as a simple debt
21. The Tenant shall observe and perform any other special condition which the Association consider necessary to preserve the allotment garden from deterioration or for the benefit thereof and of which notice shall be given to the Tenant in accordance with Clause (37) below
22. The Tenant shall not transfer underlet assign or part with possession of the allotment garden or any part thereof The Tenant shall make and thereafter display and maintain a suitable board indicating the number of the allotment garden plot
23. The Tenant shall not erect any fencing other than that previously agreed in writing under the hand of the Trustees nor shall the Tenant lay any permanent paths other than grass nor plant any trees other than fruit trees nor plant any hedges on the allotment garden without the prior written permission of the Association given under the hand of the Trustees
24. The Tenant shall not without the written permission of the Association under the hand of the Trustees cut prune remove or interfere with any timber or other trees other than those upon the Tenants allotment plot or take sell or carry away any mineral stone gravel sand soil turf or substrata
25. The Tenant shall not reside either temporarily or permanently on any part of the allotment garden or the allotment site and shall not sleep overnight on the allotment garden or the allotment site.
26. The Tenant shall as regards the allotment garden observe perform and be subject to all conditions and covenants contained in the Lease under which the Association hold the land and all other documents’ of title under which the Blackpool Borough Council hold the land details of which are available on request
27. The Tenant shall not cause or suffer any nuisance or annoyance to the occupier of any other allotment garden or to the tenant or owner of any adjoining or contiguous premises or obstruct any path set out by the Association for the use of occupiers of the allotment gardens
28. The Tenant shall not trespass and shall as far as possible prevent trespass on the adjoining lands of the Blackpool Borough Council and other neighbouring lands.
29. Any officer of the Association shall be entitled at any time to enter and inspect the allotment garden
30. For the purpose of protecting the Association and the Blackpool Borough Council from claims for compensation for planting (a) fruit trees or bushes and strawberry plants and (b) asparagus rhubarb and other vegetable crops which continue productive for two or more years the Association hereby prohibit such improvements in the allotment garden subject to the appeal provided by Section 47 of the Small Holdings and Allotments Act 1908
31. The tenancy shall terminate on the First day of February or the Twenty fifth day of September next after the death of the tenant and shall also terminate whenever the tenancy or right of occupation of the Association terminates it may also be terminated by the Association by re-entry after Fourteen days written notice:-
32. If the rent is in arrear for not less than 14 days or
33. If the Tenant is not duly observing the site rules affecting the allotment garden or any other term or condition of his tenancy or if the tenant becomes bankrupt or compounds with his creditors
34. If the Tenant has moved his residence as described in clause (8) (i) or (8) (ii) and has failed to surrender the allotment plot to the Association as required thereunder.
35. The tenancy may also be determined by the Association or tenant by not less than twelve months’ notice in writing to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
36. If the allotment garden comprises any land required for any of the purposes mentioned in paragraphs (b) (c) or (d) of Section 1(1) of the Allotments Act 1922 the Association shall have power to re-enter upon giving notice in writing in accordance with those provisions and the tenancy shall be determinable accordingly.
37. Save as provided by the Allotments Act 1922-1950 the tenant shall not claim or be entitled to any compensation on the determination of the tenancy either by notice or by re-entry.
38. Any notice to the tenant shall be sufficiently served if delivered or sent by post to the tenant at his address last known to the Association. Any Notice to the Association shall be sufficiently served if delivered or sent by post addressed to the Secretary of the Association at the address notified to the tenant for this purpose.
39. The Tenant is hereby deemed to have become tenant of the allotment garden subject to the provisions of any byelaws rules or regulations or written policy which the Association may make and notify to the Tenant from time to time which are all deemed to be incorporated into this Agreement.

The tenancy shall be deemed to be granted by the Association pursuant to the powers conferred by Section 5 of the Emergency Laws (Miscellaneous Provisions) Act 1953 and notwithstanding anything to the contrary hereinbefore contained the tenancy shall forthwith determine when the said Section or any statutory re-enactment or modification thereof shall be terminated by effluxion of time or otherwise

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

 **SIGNED by the Trustees**

 **Xxxxxxxxxxxxxxxxx, Xxxxxxxxxxxxxxxxx and Xxxxxxxxxxxxx**

**for and on behalf of the Association**

 **SIGNED by the said in the presence of the association secretary.**

 Agreement

 For the Yearly Tenancy of Allotment Plot No. \_\_\_

Between

**THE LAYTON PERMANENT ALLOTMENT ASSOCIATION**

And

**MR/MRS/MISS/MS** ……………………………………………………

**Signed** ……………………………………………………

Dated ………………………..

**MR/MRS/MISS/MS** ……………………………………………………

**Signed** ……………………………………………………

Dated ………………………..