

# Mere Town Council

## Tenancy Agreement for Allotment Gardens at Jack Paul Close, Mere

This agreement made the ..... between the Town Council of Mere (hereinafter called the Council) and ..... (hereinafter called the tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden being part of the Allotments provided by the Council at **Jack Paul Close** and numbered ..... in the Council's Allotment Register
2. The tenant shall pay a yearly rent (in advance) of ..... on the first day after the commencement of the tenancy and thereafter at the Ladyday Rent Audit held in March in each year.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve month's written notice to quit expiring on or before the 25th March or on or after the 29th day of September in any year, or by mutual agreement. It may also be terminated by the Council by re-entry after one month's notice:-
  - a) if the rent is in arrears for not less than 30 days, or
  - b) if the tenant is not duly observing any of the terms or conditions of his tenancy.
4. The tenant shall reside within the Parish of Mere during the continuance of the tenancy.
5. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and his family
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
7. The tenant shall during the tenancy carry out the following obligations:
  - a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated;
  - b) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council;
  - c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption.
  - d) Tenants bringing dogs on to the Allotment Gardens must keep them under proper control;
  - e) The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;

- f) The tenant shall not erect any building, shed, greenhouse or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council.
- g) The tenant shall be responsible for the upkeep and repair of sheds provided on the Allotment Garden and if allowed to fall into disrepair, the shed will not be replaced by Mere Town Council.
- h) The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment Garden.
- i) The tenant shall not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- j) The tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.
- k) The tenant shall be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
- l) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer and/or member of the Council.
- m) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens.
- n) Bonfires are allowed only for the burning of materials from the Allotment Gardens i.e. diseased plants and dried out organic matter that will burn without smoke or hazardous residue. You must not burn plastics.
- All fires must be attended at all times and not cause a nuisance to other plot holders or neighbouring properties.
  - All fires must be fully extinguished before leaving the site.
  - The Tenant shall not bring or allow to be brought onto the Allotment Site any materials for the purpose of burning such as waste.
  - All fires must be put out at dusk.
  - Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public could result in action under the Environment Protection Act of 1990.
  - Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
  - The council reserves the right to prohibit bonfires on a specific plot and/or group of plots
  - Due to the proximity of the A303, the tenant shall restrict any bonfires on the Allotment Garden to garden waste only and shall act responsibly to ensure that visibility on the A303 is not restricted. (It is an offence to cause loss of visibility on a public highway).
8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Gardens.

9. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
  
10. The tenancy may be terminated by the tenant by serving on the Council not less than one months' written notice to quit.
  
11. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden by the tenant unless the Council agrees otherwise which shall be confirmed in writing to the tenant.
  
12. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

(Signatures)

Clerk of Mere Town Council

Tenant.