



**Downley Parish Council**

**Downley Community Centre**

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**Downley**

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**Agreement Date:**

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## **Tenancy Agreement for Jubilee Allotment Gardens**

This agreement made between Downley Parish Council (hereafter called "the Council") of the first part and \_\_\_\_\_ (hereafter called "the Tenant") of the other part.

Tenant Name: \_\_\_\_\_ Agreement Date: \_\_\_\_\_

Tenant Address: \_\_\_\_\_ email \_\_\_\_\_

Contact telephone no. \_\_\_\_\_

WHEREBY IT IS AGREED AS FOLLOWS: -

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the allotment garden known as Plot No(s) at Downley Jubilee Allotments at the rate agreed by Council, payable in advance on the first day of April in each year the first payment or a proportionate part thereof to be paid on the date hereof and such rent to be apportioned in the event of the tenancy being determined at any time. The rent will be reviewed annually and may be subject to change on the first day of April in each year.
2. The tenant may give notice at any point throughout the year.
3. The tenant shall reside within the parish of Downley during the continuance of this tenancy.
4. 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 dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval;
  - d) The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden;
  - e) The tenant shall not erect any building or other permanent structure on the Allotment Garden;
  - f) 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;

- g) The tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden;
- h) 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 /herself and his / her family;
- i) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
- j) 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;
- k) The tenant shall not leave a bonfire unattended;
- l) The tenant shall not dispose of any rubbish or stones on the paths surrounding the plots.

5. The tenant shall pay a deposit of £50 at the start of their tenancy. This shall be repayable at the end of their tenancy, subject to the tenant leaving their plot in a reasonable condition, free of weeds and in a workable condition. The Council decision on this shall be final.

6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

7. 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.

8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall, before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised. This compensation will only apply if the tenancy has been cancelled by the Council for reasons other than those indicated in clause 4 above.

9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if delivered by recorded delivery post at the address at the head of this Agreement.

Signatures:

For and on behalf of the Council: \_\_\_\_\_  
Clerk to the Council

For and on behalf of the tenant: \_\_\_\_\_