



BOUGHTON-UNDER-BLEAN PARISH COUNCIL

ALLOTMENT AGREEMENT

THIS AGREEMENT is made on the **XXX** day of **XXX** BETWEEN

(1) Boughton under Blean Parish Council (“the Council”)

and

(2) **XXX**

NOW IT IS AGREED as follows

1. Allotments are “**XXX**” on the Council’s allotment plan (“the Allotment”).
2. In consideration of the rent to be paid by the tenant and the tenant's covenants the Council lets the allotments to the tenant for a term starting on the commencement date and expiring on 30th September next and then on an annual tenancy from the 1st October until 30th September in each year until terminated in accordance with this agreement.
3. The tenant shall pay the yearly rent annually in advance.
4. The tenant shall reside within the civil parish or postal district of Boughton under Blean during the continuance of the tenancy, unless with prior agreement from the Parish Council.
5. The tenant covenants with the Council:
 - (a) To use the allotment for the purpose of cultivation as an allotment only and in particular, but without prejudice to the generality of the foregoing, not to use or permit it or any part of it to be used as a market garden or for the purpose of any trade or business whatsoever.
 - (b) Not to sub-let, assign or part with possession of the allotment or any part of it.
 - (c) To keep it and each part of it at all times properly cultivated and managed in a good and husband-like manner, well manured and tidy and free from weeds, rubbish and noxious plants and generally in good heart and condition to the full satisfaction of the Council and to deliver it up on the termination or expiry of the term in such cultivated and tidy condition to the full satisfaction of the Council.
 - (d) Not without the previous written consent of the Council to erect or permit to be erected any building erection or structure of any kind whatsoever or to execute any work on the allotment or any part of it.
 - (e) Not to do, cause, permit or suffer to be done on the allotment or any part of it any act or thing which shall be or become a nuisance or annoyance to the Council, any other tenants of allotments from the Council or any other person owning or occupying land adjacent to or in the neighbourhood of the allotments.
 - (f) During the term to be responsible for and to keep the Council fully and effectually indemnified from and against all claims, costs or demands which may be made against the Council and for which they may be liable in any matter whatsoever in respect of any damage to or injury to any property, person or persons whatsoever caused by any act, default or negligence of the tenant or his servants, agents, licencees or invitees or other users or occupiers of the allotment.

- (g) To take all reasonable steps to ensure that the allotment shall not remain out of cultivation for any continuous period of two months or more.
- (h) To permit any officer of the Council or its duly authorised agents with or without workmen or others at all reasonable times during the term to enter upon and inspect the condition of the allotment or any part of it and if then the Council serves upon the tenant a notice in writing specifying the works necessary to restore it to good and cultivated condition in accordance with these covenants then the tenant shall forthwith carry out such work.
- (i) Not to bring or permit to be brought onto the allotment or any part of it any rubbish of any kind or extraneous material or substance whatsoever save so far as may be reasonably necessary in order to cultivate it as here provided.
- (j) To preserve all timber and trees on the allotment and not to cut, top or otherwise injure any trees on the allotment or permit any to be cut, lopped or injured in any way at all.
- (k) Not to grow any lucerne or similar fodder crop on the allotment.
- (l) To keep the path adjoining the allotment free from weeds and rubbish.
- (m) Not to obstruct any path set out by the Council for the use of tenants or other occupiers of the allotments.
- (n) Not to keep, graze or tether any livestock of any kind on the allotment.
- (o) Not without the previous written consent 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.
- (p) Not without the previous written consent of the Council to plant any trees.
- (q) Not to keep or bring or cause to be brought onto the allotment or on the path or paths leading to it any dog.
- (r) Not to erect any notice or advertisement on the allotment.
- (s) To inform the Council forthwith of any change of his address

6. The Council covenants with the tenant:

- (a) If the tenant pays the rent and performs his obligations under this agreement, that he may quietly enjoy the allotment save for any claim by those having prior title to the Council.
- (b) To use its best endeavours to keep any unoccupied allotments in reasonable order.
- (c) The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment.

7. Provided always and it is agreed that:

- (a) This tenancy may be terminated in any of the following modes namely:
 - i. By the Council or its agents giving to the tenant twelve months previous written notice expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year.
 - ii. If the Council at any time requires all or part of the allotment for building or other public works then it may terminate this agreement by three months written notice but in such event the Council will repay to the tenant a proportionate part of any rent overpaid and reasonable compensation in respect of any crops sown by the tenant which he had been unable to harvest before the expiry of such notice.
 - iii. If the rent is in arrears for thirty days or longer or if the tenant fails to serve or perform any of his covenants under this agreement then the Council may forthwith terminate this tenancy and re-enter the part in the name of the whole without prejudice to any other right that the Council may have against the tenant.
- (b) The tenant may terminate this tenancy by giving one months written notice to the Council and shall then pay to the Council any rent due until the expiry of that notice but in any event the Council will be under no obligation to refund to the tenant any rent overpaid
- (c) On the termination of this tenancy the tenant shall be entitled to receive such compensation as it provided by the Allotments Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by an incoming tenant of the allotment 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.

8. 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 left at or delivered by recorded delivery post at the address at the head of this agreement.

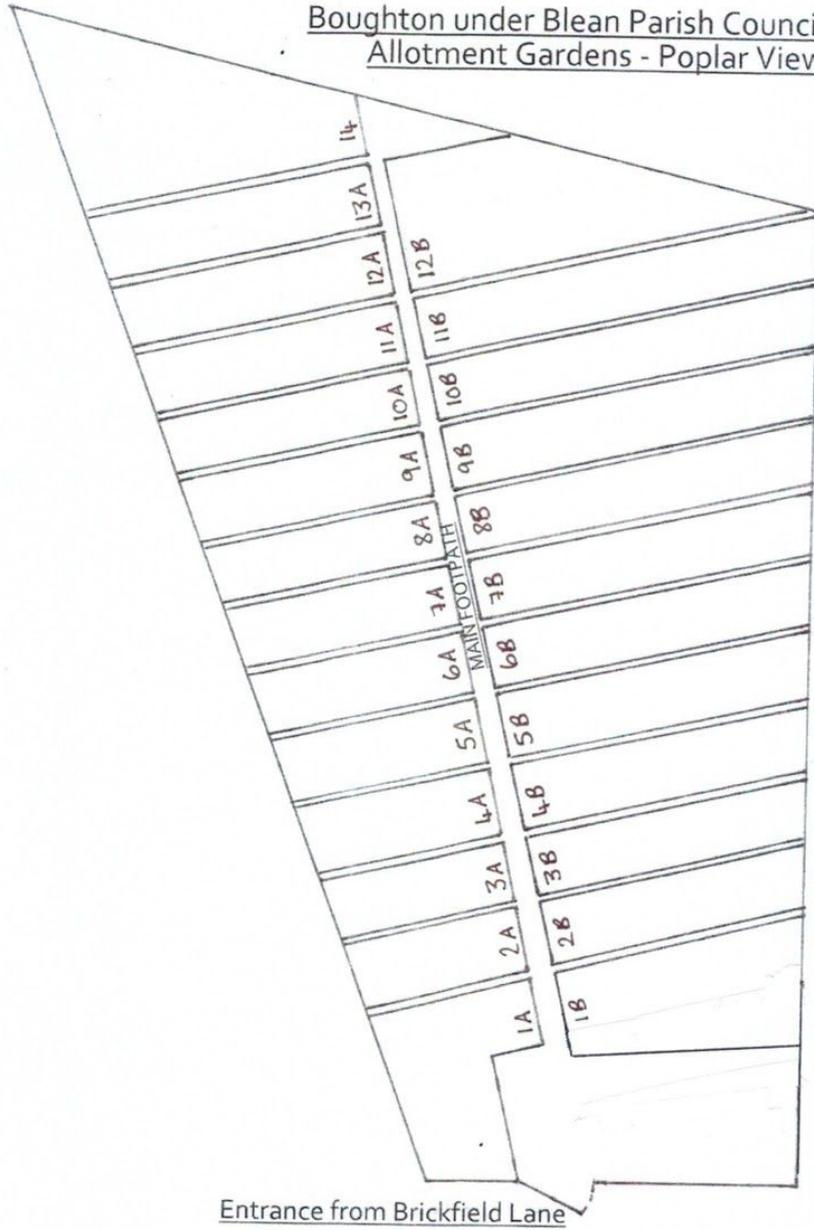
Executed by the Council by

Dated

Signed by the Tenant

Dated

Boughton under Blean Parish Council
Allotment Gardens - Poplar View



Entrance from Brickfield Lane