

POCKLINGTON TOWN COUNCIL
The Old Courthouse, 37 George Street, Pocklington YO42 2DH
Tel 01759 304851 email: townclerk@pocklington.gov.uk

TENANCY AGREEMENT FOR ALLOTMENT GARDENS – THE MILE POCKLINGTON

THIS AGREEMENT made on the _____ day of January 2009, between Pocklington Town Council (hereinafter called the Council) and _____ Pocklington (hereinafter called the tenant) by which it is agreed that:

1. The Council shall let to the tenant for him to hold as tenant for one year the allotment garden (being part of the allotments provided by the council at The Mile Allotments in the Parish of Pocklington) and numbered _____ in the Council's allotment register.
2. The tenant shall pay a yearly rent of £30 (for a full plot) or £20(for a half plot) on 01 January 2009 but this will be reduced by £3 and £2 respectively for payment by the last day of January.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than one month's written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
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) Not to cause nuisance or annoyance to any other allotment holder or to any nearby resident.
 - (c) Strictly **No bonfires** will be lit on the allotment site. The Town Council will provide, at their cost, four skips during the year for the disposal of allotment waste.
 - (d) Not to use hosepipes for watering purposes other than to fill water butts on the allotment site. **The use of sprinkler systems are prohibited.**
 - (e) No livestock or poultry of any kind shall be kept upon the allotment garden other than reasonable numbers of hens, waterfowl or rabbits for the tenant's own domestic consumption; The keeping of such animals will be subject to consent from the council. No more than 25% of the ground area of the allotment to be given over to chicken runs including henhouses. The keeping of bees, ferrets and pigeons will be subject of separate consent.
 - (f) 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;
 - (g) The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the allotment garden;
 - (h) **The tenant shall not erect any building or other structure on the allotment garden nor fence the garden without first obtaining the written consent of the council;** A condition of erection of sheds and greenhouses will be the requirement to provide guttering and water storage facilities to catch rainwater from the roof of such structures.
 - (i) They will be responsible for the removal of any building or structure on or before the termination of the tenancy. Any costs associated with the clearing/cleaning of the site will be claimed from the ex-tenant.

- (j) Allotment plots will be divided by grass paths no less than 2foot wide which should be kept in a good condition. 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; The use of paving slabs to replace the grass will be subject to consent from the council.
- (k) Plot boundary picket type wooden fences not above 1.5m in height will be allowed. Livestock fencing should be constructed of a light wooden material covered with chicken wire. No steel or industrial fencing will be allowed.
- (l) The tenant shall not without first obtaining the written consent of the council cut, lop or fell any tree growing on the allotment garden;
- (m)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; The plot shall be kept free of weeds and well manured and otherwise maintain it in a good state of cultivation and fertility.
- (n)The tenant shall permit the inspection at all reasonable times of the allotment garden by any councillor or officer of the council;
- (o)The allotment gardens are for cultivation and not to be used for the storage of unused items or materials. Any form of hardstanding will be subject of permission from the council.
- (p) **Imported waste should not be taken to the allotment for storage or disposal.**

5. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment garden.
6. 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.
7. 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 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 at The Old Courthouse 37 George Street Pocklington YO42 2DH 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.
9. This tenancy agreement is subject to alteration by the council by giving three months notice of any prospective change. A notice setting out the proposed change will be exhibited on the entrance to the allotment site. Any objection to such changes will be debated by the next Lands & Property committee meeting of the council before implementation.

.....**R. Wood** (Town Clerk)

..... (Tenant)