



**LYDNEY TOWN COUNCIL**

**AGREEMENT FOR LETTING AN ALLOTMENT**

An agreement made the.....day of.....between Lydney Town Council (*hereinafter called the Council*) of the one part and ..... of ..... (*hereinafter called the tenant*) of the other part.

The Council agree to rent and the tenant agrees to take on a yearly tenancy from the 1<sup>st</sup> day of April 20.... The allotment plot numbered .....in the register of allotments kept by the Council at the annual subscription of £..... payable; **yearly in advance.**

**A THE TENANT AGREES WITH THE COUNCIL AS FOLLOWS:-**

1. To pay the rent due on the first day of April each year and to pay all outgoings that arise as a result of the use of the plot or any part thereof.
2. To observe all rules and regulations relating to allotments that have been or may at any time hereinafter be made by the Council and of which the plot holders shall have been notified.
3. To permit any member, officer or agent of the Council at any time to enter upon and inspect the plot.
4. Not to assign, underlet or part with possession of the plot or any part thereof, and to ensure that the plot is cultivated only by the plot holder or any other person for whom the Council’s prior permission has been sought and granted.
5. To maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries by either his or her acts or omissions, and to use the allotment as an allotment and for no other use.
6. To keep the entire plot clean and properly cultivated ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease.
7. To keep the edges to the plot where they abut other plots and common pathways in good condition and properly edged; to reduce the risk of falling or slipping leading to injury.
8. To keep the common pathways adjacent to the plot in good condition, free from holes and other hazards.

9. To ensure that the “access” road is kept free of obstruction and hazards at all times.
10. Not to plant any plant nor allow any plant to develop such that it overhangs, or obstructs the adjacent plots and adjacent common pathways.
11. When using pegs, stakes or similar items to set them in such places and such ways that they do not overhang or obstruct adjacent plots.
12. No livestock shall be kept on the Allotments.
13. To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and also to ensure that tools and other equipment are used carefully and with due regard to the safety of others.
14. Not to cause or permit any nuisance or annoyance to the occupier of any other plot and to be a good neighbour.
15. To ensure that tools and other personal equipment are kept safe and secure when not in use and the plot holder acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused nor does the Council accept any responsibility for any injury caused by such items however caused.
16. Not to erect any building or structure on the plot without the previous written consent of the Council.
17. Not to damage, by his or her acts or omissions, nor to allow others so to damage any fences, gates, signs, or other fixtures of the Council and of fences and gates which are the property of neighbouring sites.
18. Not to deposit nor allow to deposit upon the plot nor any part of the site any spoil, road sweepings, refuse or other materials, excepting only manure in quantities such as may be required for immediate use in cultivation.
19. Not to allow children under the age of 16 on to the site unless accompanied and supervised by the plot holder, or other responsible adult.
20. Not to allow dogs on to the site unless supervised and controlled by the plot holder, and to clear away from the site all dog faeces that may arise.
21. To clear away from the plot and the site all rubbish generated by the plot holder and not to leave such waste matter on the plot or any part of the site.
22. That in any case of dispute between the tenant, and any other occupier of an allotment shall be referred to the Council whose decision shall be final.
23. The tenant shall inform the Council forthwith of any change of address.
24. The tenant shall observe and perform any special condition which the Council shall consider necessary to preserve the allotments from deterioration and of which notice shall be given to the tenant in accordance with clause 3 of this agreement.

**B DETERMINATION OF TENANCY**

This tenancy shall expire on the death of a tenant. The tenancy shall also expire on the day on which the tenancy or right of occupation of the council determines.

The tenancy may also be determined in any of the following manners:-

- By either party giving to the other twelve month’s notice in writing expiring on or before the sixth day of April.
- By re-entry by the Council at any time after giving nine months’ previous notice in writing to the tenant:-
  - a If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
  - b If it appears to the council that there has been breach of the conditions and agreements on part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotments at least three months have elapsed since the commencement of the tenancy or
  - c If the tenant shall become bankrupt or compound with his/her creditors.

**C NOTICES**

Any notice required to be given by the Council to the tenant will be signed by the Clerk to the Council and may be served on the tenant either personally or by leaving it at his/her last known place of abode or by registered letter sent by recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment comprised herein. Any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the tenant and sent in a prepaid letter to the Clerk of the Council.

Signed .....on behalf of the Council

Signed .....Tenant



Town Clerk: Michael Greenfield

## Town Council of Lydney

Council Chambers, Claremont House, High Street, Lydney, Glos, GL15 5DX

Telephone: (01594) 842234

[www.lydneytowncouncil.co.uk](http://www.lydneytowncouncil.co.uk)

### General Data Protection Regulations Allotment Tenants Privacy Notice

To be signed and returned with your Allotment Tenancy Agreement: Consent to hold Contact Information

I agree that I have read and understand Lydney Town Council Privacy Notice. I agree by signing below that the Council may process my personal information for providing information and corresponding with me.

I agree that Lydney Town Council can keep my contact information data for an undisclosed time or until I request its removal.

I have the right to request modification on the information that you keep on record.

I have the right to withdraw my consent and request that my details are removed from your database.

Name	
Date of birth if under 18	
Parental Guardian Consent for any data processing activity	
Address	
Telephone No.	
Email Address	
Facebook	
Twitter	
Signature	
Date	