

**CYNGOR CYMUNED YR YSTOG
CHURCHSTOKE COMMUNITY COUNCIL**

2 Rows Terrace, Plough Bank, Montgomery, Powys. SY15 6QD

AN AGREEMENT made on _____ [date]
Between CHURCHSTOKE COMMUNITY COUNCIL (hereinafter called 'the Council')
And _____ [name]
Of _____ [address]
(hereinafter called 'the Tenant') whereby it is hereby agreed that the Council shall let and the tenant agrees to hold as tenant from year to year

[*Plot*] the Allotment Garden Plot numbered _____ [plot number] in the Council Allotment Register being a plot of land (measuring 903 sq ft in area) as defined by the plan in the possession of the Council situated at Land adjacent east of Church stoke Recreation Field

[*Term*] commencing on _____ [date], and renewable on 1st March each year

[*Purpose*] for purposes cultivation wholly or mainly by the Tenant to produce vegetables, fruit or flowers, but no livestock of any kind except in accordance with statute and by agreement of the Council, for consumption or use by the Tenant or the Tenant's family

[*Rent*] at an initial rent of £_____ per annum subject to periodic year (The annual rent or charges may be varied at the discretion of the full Council and no less than three months notice of any such variation will be given in writing to the Tenants. If a tenancy ends prematurely then a proportionate rent for any part of the year over which the tenancy extends will be due. Rent will be payable annually in advance and no refund will be given if the allotment garden is surrendered part way through a year.)

[*Payment*] payable in advance within 14 days of receipt of an invoice issued by the Council.

[*Sub letting*] The Tenant will not assign the tenancy of, nor sub-let or part with possession of, any part of the Allotment Garden.

[*Termination*] The tenancy of the Allotment Garden shall terminate on the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

It may also be terminated by the Council by re-entry after one month's notice:

- i) if the rent is in arrears for not less than 40 days, OR
- ii) if the tenant is not duly observing the conditions of his/her tenancy, OR
- iii) if he/she becomes bankrupt or compounds with his/her creditors, OR

iv) if correspondence delivered as below has not been answered within one month of the date at its head, OR

v) if it appears to the Council that the Tenant fails to meet the qualifying conditions

The tenancy may also be terminated by the Council or the tenant by twelve months previous notice in writing expiring between the 1st November and the 28th February.

On the termination of this tenancy, the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 and 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 been paid or promised.

[*Tenant Qualifying conditions*] The Tenant agrees to meet the qualifying conditions that he/she shall be over sixteen years of age at start of tenancy AND must be resident within the Council area or registered on the electoral register for the Council area. The Tenant must notify the Council forthwith of any change of address.

[*Statute and Rules*] This tenancy agreement is subject to the Allotment Acts 1908 to 1950. The Tenant also agrees to abide by Rules for Allotment Gardens made or varied from time to time by the Council and to any special conditions endorsed on this agreement. At any time the most recent version of the rules can be obtained from the Clerk to the Council.

[*Breach*] If the Tenant shall be in breach of any of the foregoing provisions of the Agreement for a period on one month or longer, the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to 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.

[*Correspondence*] Any notice required by this Agreement to be given to the Council by the Tenant shall be delivered to or sent by post to the Clerk to the Council and any notice to be given to the Tenant by the Council or any other correspondence relating to this agreement shall be treated as sufficiently served if left at the address at the head of this Agreement or delivered by post to that address or to an address given in writing to the Council by the tenant as his new place of residence.

[*Taxes*] The Council shall pay all rates, taxes, dues or other assessments which may from time to time be levied or charged upon the Allotment Garden.

AS WITNESSED AND SIGNED:

Tenant

Clerk to the Council
