

## **SLOUGH BOROUGH COUNCIL**

### **Customer and Community Services**

#### **TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

**(That is plots up to 40 poles or 0.101 hectares for domestic cultivation only)**

THIS AGREEMENT made the *(DATE)* between the Slough Borough Council of Town Hall, Bath Road, Slough, Berkshire, SL1 3UQ (hereinafter called the Council) and *(NAME)* of *(ADDRESS)* (hereinafter called the tenant) by which is agreed that:

1. The council shall let to the tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximate area of *(SIZE)* being part of the Allotments provided by the council at *(SITE)* and numbered *(PLOT NUMBER)* in the Council's Allotment Register.
2. The Tenant shall pay a yearly rent of £ *(AMOUNT)* on the First day of January in each year and the first payment shall be due on the first of *(DATE)* after the commencement of the tenancy.
3. Without prejudice to clause 10 hereof the tenancy may be terminated by either party to this agreement serving on the other not less than twelve months written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.
4. The tenant shall reside within the Borough of Slough during the continuance of the tenancy.
5. 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 livestock other than poultry for the production of eggs, of any kind shall be kept upon the Allotment Garden;
  - d) 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;
  - e) The Tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - f) The Tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the garden without first obtaining the written consent of the Council;
  - g) 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 and footpaths forming any boundary of the Allotment Garden;
  - h) The Tenant shall not without first obtaining the written consent of the Council, cut, lop or fell any tree growing on the Allotment Garden;
  - i) The Tenant shall not plant any tree other than fruit trees, and those should be of a dwarf variety, on the Allotment Garden without prior written permission from the Council;
  - j) The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
  - k) 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;
  - l) The Allotment Garden shall not be used for any commercial purpose whatsoever and the sale of produce is strictly forbidden;
  - m) The Tenant shall not light any fires on the Allotment Garden or on any part of the Allotment site;
  - n) The Tenant shall not place any materials on any part of the Allotment site outside the boundary of the Allotment Garden. No refuse not generated from the cultivation of the Allotment Garden is to be brought into the site, unless it is to be used for composting purposes;
  - o) Hosepipes shall not be used and water tanks must not be damaged or interfered with in any way.
6. The Council shall pay all rates, taxes, dues or other assessments which may at times be levied or charged upon the Allotment Garden.

7. Upon signing for an Allotment Garden, the Tenant will be provided with a key, (one key only per Tenant), upon payment of a refundable deposit in the sum of £30. The deposit will be refunded on termination of tenancy and return of key. The refund will be by way of cheque which will be posted to the Tenant.
8. Tenants must ensure that access gates are kept locked at all times, including the period that the tenant is on site.
9. Rent/Charges will be reviewed annually and may increase in line with inflation.
10. If the Tenant is in breach of any foregoing provisions of this Agreement the Council may at once re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end (save that where the breach is capable of amendment the Council shall not re-enter unless it has first given to the Tenant by notice in writing a period of not less than one month in which to amend the breach aforesaid) and any such re-entry shall be 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.
11. On the termination of this tenancy the Tenant shall be entitled to 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.
12. Any Notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Head of Wellbeing and Community Services.

(Signatures)

Representative of Slough Borough Council

Tenant DOB

/ /

Tenant

NOTES: which do not form part of the Agreement.

1. Additional terms may be added to this Agreement to suit special local situations and inappropriate terms may be removed BUT Clauses 1 to 3, 5(I) and 10 to 12 must appear in any Agreement.
2. As a result of the decision in *Wombwell U.D.C v Burke* (1966) 1 All E.R 911 no other dates for notices to quit other than those in Clause 3 can be specified.
3. The compensation rules are:
  - i) A Tenant may remove any fruit trees or bushes or other improvements planted or made by him or for which he has paid a previous tenant; or receive compensation for his fruit trees, bushes, strawberries, asparagus and rhubarb.
  - ii) If the tenancy is terminated by the Council's notice to quit or by ending of the Council's tenancy where it has a landlord, the Tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.
  - iii) If the tenancy is terminated by ending of the Council's right of occupation the Tenant is entitled to the equivalent of one years rent from the Council as compensation.
  - iv) The Council is entitled to compensation from the Tenant for any deterioration in the land arising from the Tenant's failure to keep it clean and in a good state of fertility.
4. No stamp duty is payable on the Agreement.
5. If the Allotment Garden is more than 40 poles, or the letting is to an Allotment Society this form should not be used.