HORLEY TOWN COUNCIL

Allotment Rent Agreement – Example

3. The Tenant hereby agrees with the Council:
   a) To pay the said rent in accordance with the payment terms set out on the invoice.
   b) To keep the allotment tidy and cultivated. (Weed growth must not be allowed to adversely affect other plots.)
   c) Not to underlet, assign or part with possession of the allotment without the written consent of the Council.
   d) Not to cut or prune any timber or other trees without the prior consent of the Council.
   e) Not to erect any building on the allotment except for, with the prior approval of the Council, one of the following: a polytunnel of maximum dimensions 10ft x 15ft, a polycarbonate or plastic greenhouse (no glass) of maximum dimensions 8ft x 6ft or a prefabricated shed of maximum dimensions 6ft x 4ft. Small storage containers for tools and "fruit cages" are also permitted. Only temporary fixings shall be used for any structure.
   f) Not to use barbed wire anywhere on the allotment site.
   g) Not to keep live livestock on an allotment or anywhere on the allotment site, except that laying hens may be kept on an allotment, subject to the prior consent of the Council being sought and the specific terms and conditions (available upon request) being accepted and adhered to.
   h) To permit any member or officer of the Council to inspect the allotment at any time, without notice being given.
   i) To keep the paths between allotments in a level, clear and safe state, free from overhanging trees and overflowing materials from plots.
   j) To keep the central path through the site clear of any obstruction. (Vehicles to be parked in designated areas only.)
   k) When cultivating an allotment Garden adjacent to the boundary fence, to ensure that a two-foot clear area is made available at all times for any maintenance that is required. (A charge to be levied if such clearance has to be carried out by a contractor.)
   l) Not to keep anything on any part of the Allotment Site other than on the Tenant's own allotment. In particular, to keep the boundaries of the allotment site clear of all rubbish.
   m) Not to use or keep tyres anywhere on the Allotment Site
   n) To ensure that bonfires shall not cause nuisance or annoyance either to other allotment tenants or to nearby residents. (Bonfires not to left unattended at any time.)
   o) To use any garden hose considerately and not to leave any hose connected, when the user is not present.
   p) To comply with any other condition which the Council considers necessary, provided that at least seven days' notice has been given to the Tenant

EXAMPLE

4. Upon leaving the plot, the tenant agrees to:
   a) Return the plot to a clean and good state of cultivation and fertility
   b) Ensure your walkways are not overgrown and are clear of debris
   c) Remove all personal belongings and rubbish
   d) Your compost bins/piles need to be removed (useable soil may be spread onto the plot)
   e) Return your keys to the council offices

5. The Tenancy hereby created shall be terminated: -
   1) By the Council giving one year's notice from 1st February in any year, should the Council require the tenancy to be terminated under the conditions detailed in the Allotments Acts 1922 and 1950.
   2) On the next half yearly point after the death of the Tenant.
   3) By the Council by re-entry, after one month's notice if: -
      i.   The rent has not been paid by the due date.
      ii.   Tenant is not observing one or more of the terms and conditions of agreement as set out under Paragraphs **1. a)** to **o)** above.
      iii. The Tenant becomes bankrupt or compounds with his creditors.

6. Notice may be served on a Tenant either personally, or by leaving it at his last known place of abode, or by registered letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment plot.

Payment for your allotment is automatic acceptance of this Tenancy Agreement.

The Council reserves the right to make changes to this agreement at any time as deemed appropriate.

EXAMPLE