



# HAYLE ALLOTMENT & GARDEN PLOTS

Allotment plots numbers 1 to 29 are on the area of land that Hayle Town Council has leased on a 25 year contract from the Glebe Committee for the purpose of providing allotments.

Garden plots numbers 30 to 40 are on the area that Hayle Town Council has purchased for the long term purpose of providing an extension to the cemetery. These plots are likely to be subject to a shorter and annually reviewed tenancy on the basis that the land will, at some point in the future, be required for burials.

THIS AGREEMENT made on the..... day of ..... 20..... between

Hayle Town Council  
Hayle Community Centre  
58 Queensway  
Hayle  
TR27 4NX

(‘the Council’) and .....

of

.....  
.....  
.....  
.....  
.....

(‘the tenant’) by which it is agreed that:

1. The Council shall let to the tenant the allotment/garden plot situated at Lethlean Lane and referenced as .....in the Council’s Allotment Register (‘the allotment/garden plot’).
2. The Council shall let the allotment/garden plot to the tenant for a term of one year commencing on the 1<sup>st</sup> day of April 2013 [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.

The tenant shall pay a yearly rent of £.....whether demanded or not which shall be payable in full on the 1<sup>st</sup> day of May 2013 and for every year after the first year of the tenancy on 1st the day of April.

3. The tenant shall use the allotment/garden plot only for the cultivation of fruit, vegetables and flowers for use and consumption by him/herself and his/her family.
4. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the allotment/garden plot.
5. The tenant shall reside within the Hayle Parish during the tenancy or within one mile of the boundary after the agreement has been signed.
6. During the tenancy, the tenant shall :
  - a) keep the allotment/garden plot clean and in a good state of fertility and cultivation;
  - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the allotment/garden plot;
  - c) not keep livestock or poultry in the allotment/garden plot;
  - d) not bring to or keep animals in the allotment/garden plot (dogs on leads are permitted);
  - e) not assign the tenancy nor sub-let or part with the possession of any part of the allotment/garden plot;
  - f) the tenant shall only erect a shed, greenhouse or other building or structure in accordance with the Council's approved specification i.e. a standard timber shed or a polycarbonate greenhouse up to a maximum of 6' by 8' is allowed, as well as poly tunnels of a standard, manufactured design;
  - g) fence the allotment/garden plot if required, (barbed wire is not permitted);
  - h) maintain and keep in repair the fences and gates forming part of the allotment/garden plot;
  - i) trim and keep in decent order all hedges forming part of the allotment/garden plot;
  - j) not plant any tree or hedge without first obtaining the Council's written permission;
  - k) not cut, lop or fell any tree growing on the allotment/garden plot without first obtaining the Council's written consent and if appropriate planning permission;
  - l) be responsible for ensuring that any person present in the allotment/garden plot with or without the tenant's permission does not suffer personal injury or damage to his property;
  - m) permit an inspection of the allotment/garden plot at all reasonable times by the Council's employees or agents;
  - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment/garden plot or the allotment/garden plot of another tenant;

- o) make all efforts to dispose of allotment/garden plot waste in an environmental way such as composting . Bonfires will not be allowed.
- 7. The tenant may keep bees on land adjacent to the allotments (not in individual plots). Written applications to agree the location of the hives should be supplied with documentary evidence of membership of the British Beekeepers Association, appropriate insurance and a Basic Assessment Certificate as a minimum.
- 8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the allotment/garden plot and other allotment/garden plots let by the Council.
- 9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment/garden plot.
- 10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' 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.
- 11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - a. the rent is in arrears for 40 days or;
  - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 6; or
  - c. the tenant lives more than one mile outside the Hayle Parish.
- 12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the allotment/garden plot and the tenancy shall thereupon terminate 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.
- 13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
- 14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
- 15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the allotment/garden plot unless the Council agrees otherwise which shall be confirmed in writing to tenant.

16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk/ Allotments' Manager.

Signed by

.....

The tenant

and

..... (Signature)

..... (Name)

For and on behalf of the Council