



Crediton Town Council

8A North Street

Crediton

Devon

EX17 2BT

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ALLOTMENT TENANCY AGREEMENT

This agreement is entered into under the Allotments Acts 1908 – 1950 and is between
Crediton Town Council (the Council) and **The Tenant**,

Mr...Address...

The Council agrees to let, and the Tenant agrees to hire, as a yearly tenant commencing from... plot number at..., comprising approximately ...sq.m, at a yearly rent determined by the Council and subject to annual review.

General Conditions

1. The Tenancy is subject to the following conditions:
 - a. The rent will be paid in advance on 30 September each year. The Council will set aside part of this rent as a contribution to the public liability insurance and other costs of Boniface Allotments Association (BAA).
 - b. The plot will be used as an allotment garden*, subject to any further restrictions on use the Council may impose, and for no other purpose without the prior written consent of the Council.
 - c. No tenant shall have the right to more than one plot, but if more than one plot is let to any one tenant, the Council may give notice in accordance with clause 4(a) below, if any such additional plot is required for a new tenant.
 - d. The Tenant must reside within one mile of the outer boundary of the allotment authority (Crediton Town Council), unless the written consent of the Council has been obtained. Where such consent is granted, the Council may in any case decide to give the Tenant notice in accordance with clause 4(a) below, if the plot is required for another tenant.
 - e. The Tenancy will end on the death of the Tenant. The Tenant's surviving family may continue with the tenancy, with the written consent of the Council, and on the completion of a new agreement.
 - f. The Tenant will be a member of Boniface Allotment Association (BAA). Contact information for the Tenant held by the Council will be shared with officers of the BAA and passed on to the organisation requiring such information for the purpose of facilitating provision of public liability insurance.
 - g. The Council will accept no liability in respect of any claim arising from personal injury to the Tenant or any third party or in respect of any damage to the allotment or theft of any item or structure placed on the allotment.
 - h. Any case of dispute between the Tenant and any other occupant of an allotment will be referred to the Town Council whose decision will be final.

Tenant Obligations

2. The Tenant will:
 - a. observe the Allotment Rules made from time to time by the Council in pursuance of the Allotments Act 1908 or any statutory modifications thereof.
 - b. not be permitted to underlet, assign or part with possession of the plot or any part thereof
 - c. not cause any danger, nuisance or annoyance to the occupier of any other plot, or obstruct any path set out by the Council for the use of other tenants.
 - d. not conduct any trade or business on the allotment garden or any part thereof



- e. notify the Council of any change of address
- f. observe and perform any other special conditions, which the Council considers necessary to preserve the plot from deterioration
- g. on termination of this agreement, make arrangements for the removal of all personal property within 28 days.

Termination and Re-entry

- 3. The Council may terminate the tenancy by re-entry, on giving one month's notice, if:
 - a. the rent remains unpaid for 40 days or more (whether lawfully demanded or not), or
 - b. the Tenant has failed to comply, within a reasonable time, with a notice requiring the Tenant to remedy any specified breach of any term or condition of this agreement, or
 - c. not less than three months after the start of the tenancy, the Tenant has not observed the Allotment Rules.
- 4. The Tenancy may also be terminated by:
 - a. the Council, giving 12 months or longer notice expiring on or before 6 April or on or after 29 September, in any year, or
 - b. the Council, giving 3 months' notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements, including any appropriations associated with statutory obligations placed on the Council by other agencies, or
 - c. a plot holder receiving a maximum of two Non-Cultivation Notices before a Notice to Quit is issued on the third occasion (unless there are exceptional circumstances which are notified to the Town Clerk), or
 - d. the Tenant, giving one months' notice, at any time.
- 5. A plot holder who has had a 'Notice to Quit', or three non-cultivation notices, will not be offered another plot for at least 2 years from the date of leaving their plot. Anyone wanting to challenge this ruling will have to take their case to the Town Council's Environment Committee explaining how their circumstances have changed to allow them to maintain their plot in the future.

General Provisions

- 6. Any officer or authorised member of the Council or their agents or nominees will be entitled, at any time, to enter and inspect the allotment.
- 7. The Town Clerk or Assistant Town Clerk may sign any notice or agreement required to be given to the Tenant.
- 8. Notices intended for the Tenant will be sent by post using the Tenant's last known address, or where appropriate, handed to the Tenant personally. Notices to the Council should be sent by post to the Town Council offices, addressed to the Town Clerk.
- 9. This agreement replaces all previous agreements, if any, between the parties.

Signed.....

Date:.....

(Town Clerk)

Signed.....

Date:.....

(Tenant)

* An Allotment Garden is defined in the Allotments Act 1922 as an allotment not exceeding a quarter acre, which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family. If required, this document will be made available in other formats and/or languages.