



Shipley
Town Council

Contact: Helen Mawson

E-Mail: deputyclerk@shipleytowncouncil.gov.uk

Telephone: 07517 742566

Date:

Dear

PLOT NO:

ALLOTMENT GARDENS: RED BECK, OTLEY ROAD, SHIPLEY

Thank you for choosing to accept the Council allotment garden referred to above. I enclose a tenancy agreement setting out terms.

I would be obliged if you will sign the agreement at the bottom, in the position I have marked by a cross, either electronically or physically and **return it to my office within 14 days from the date of this letter**. Failure to return this signed agreement will result in the plot being offered to another person.

Please note that all new tenants are expected to make an immediate start on their plot, and are required to have a minimum of all weeds and rubbish cleared off their plot, plus 25% of the plot dug over, within 3 months of taking the tenancy. Thereafter ideally 75% of the plot should be used for cropping, and certainly in excess of 50%.

Understanding will be given to those, such as yourself, taking a plot that requires considerable work but progress must still be seen.

If you have any queries or concerns regarding your tenancy agreement, please do not hesitate to contact either myself or Helen Mawson on the above phone number, or by email as listed above.

Yours sincerely

Joe Ashton
Town Clerk

Enc.

AGREEMENT dated

PARTIES

1. Shipley Town Council of Town Hall, Kirkgate, Shipley BD18 3EJ
2. Name:
Address:

Contact Details:

Phone:
Email:

("The Tenant")

1. DEFINITIONS

In this agreement where the following words are used with initial capital letters they have the following meanings:

RD

Landlord	Shipley Town Council and includes the person who at any particular time has the right to receive rent under this agreement
Allotment Gardens	the allotment gardens known as RED BECK, OTLEY ROAD in SHIPLEY West Yorkshire
Plot	plot number in the Allotment Gardens shown on the attached plan.
Rent	£51.00 (Fifty-one pounds) per year or any revised sum which the Landlord decides is to be payable under this agreement payable on receipt of invoice each year commencing 1 April 2024
Water Charge	£22.00 (twenty-two pounds) a fair proportion decided by the Landlord's surveyor acting reasonably of the cost of supplying water to the Allotment Gardens payable on receipt of invoice each year
Billing Period	a period charged from 01 April for a year's rent in advance until brought to an end by notice under clause 11. There will be no refund.
Tenancy	will commence on date agreement signed.

2. LETTING

The Landlord lets to the Tenant the Plot for the Tenancy Period in return for the Rent [and the Water Charge] payable under this agreement and on the terms contained in this agreement.

3. RENT AND OTHER PAYMENTS

The Tenant is to pay adding Value Added Tax where payable:

- 3.1 the Rent [and the Water Charge] with nothing deducted or set off
- 3.2 the cost of any works to the Property which the Landlord does after the Tenant defaults
- 3.3 to the authorities to whom they are due all periodic rates and outgoings relating to the Plot or any building erected on the Plot including any imposed after the date of this agreement (even if of a novel nature)

4. USE OF THE PROPERTY

The Tenant is to comply with the following requirements as to the use of the Plot and any part of it and is not to authorise or allow anyone else to contravene them:

- 4.1 to use the Plot only for the cultivation of vegetables, fruit and flowers
- 4.2 use of herbicides and pesticides should be avoided and biological controls used sparingly
- 4.3 not to use the Plot for the purposes of any trade or business
- 4.4 not unless the Landlord gives written consent in advance to plant any trees, shrubs or bushes which when mature will or may grow to a height of more than six feet. Any trees already present in excess of this height to be maintained from a safety perspective by the Landlord

- 4.5 not to waste water nor without obtaining the Landlord's written consent to make any alteration or addition to the water supply apparatus (including without limitation by installing new pipes or taps)
- 4.6 not to remove from the Plot any topsoil, mineral, gravel, sand or clay
- 4.7 not unless the Landlord gives written consent in advance nor unless the Tenant has obtained planning permission (if needed) to erect any building on the Plot and to comply with any conditions as to position, construction or use the Landlord attaches to its consent for the erection of a building
- 4.8 not to use any building on the Plot as a dwelling or for sleeping or as a workshop
- 4.9 not unless the Landlord gives written consent in advance to keep any animals on the Plot and to comply with any conditions the Landlord attaches to a consent for the keeping of animals
- 4.10 not to cause any nuisance or annoyance to the Landlord, the occupier of any other allotment garden, the occupier of any other nearby property or any other person including but not limited to the setting of fires and behaviour of visiting dogs
- 4.11 not to obstruct any road or path used by the occupiers of the Allotment Gardens, nor to tip rubbish, soil or manure on any road or path, nor to use barbed wire for a fence adjoining any road or path, nor to encroach upon any road or path or other allotment garden
- 4.12 not to use the Plot or any building on it for any illegal or immoral purpose or for the consumption of intoxicating drink or for gambling
- 4.13 not to use the Plot for the display of any commercial or political advertisement
- 4.14 to store chemicals safely in accordance with manufacturers' instructions; cover, demarcate, fence, sign, warn of or otherwise make safe, insofar as reasonably practicable any areas of water; and always supervise children of primary school age and below when they are on site

5. CONDITION OF THE PLOT

The Tenant is to comply with the following requirements as to the condition of the Property:

- 5.1 to keep the Plot clean and in good condition and in a good state of cultivation and fertility and to repair any building on the Plot and keep it in good repair
- 5.2 to keep any hedge that forms part of or adjoins the Plot properly cut and trimmed
- 5.3 to cleanse, repair and maintain and keep cleansed, maintained and repaired all ditches, fences, gates and paths forming part of or adjoining the Plot (excluding the boundary fences of the Allotment Gardens)
- 5.4 to comply with the terms of every Act of Parliament order regulation bye-law rule license and registration authorising or regulating the use of the Property (including without limitation the keeping of animals) and to obtain renew and continue any license or registration which is required
- 5.5 to comply with the Landlord's requirements relating to the security of the Allotment Gardens including without limitation the locking and unlocking of the entrance gates

6. TRANSFERS AND SUBLETTINGS

The Tenant must not:

- transfer, charge, underlet, or part with the possession of the Plot or any part of the Plot, or

- without obtaining the Landlord's written consent share the occupation or use of the Plot

7. INDEMNITY

The Tenant agrees to keep the Landlord indemnified against all claims (including costs and expenses in connection with claims) against the Landlord arising from:-

- any breach of the Tenant's obligations contained in this agreement
- the use of the Plot
- any works carried out to the Plot by the Tenant
- any act neglect or default by the Tenant or any person on the Plot with the actual or implied authority of the Tenant

8. ACCESS FOR THE LANDLORD

The Tenant is to give the Landlord or anyone authorised by him in writing access to the Plot at all reasonable times for the purpose of:

- inspecting the Plot
- doing any work which this agreement requires the Tenant to carry out and which the Tenant has omitted to carry out, or
- any other reasonable purpose

9. QUIET ENJOYMENT

While the Tenant complies with the terms of this agreement the Landlord is to allow the Tenant to possess and use the Plot without lawful interference from the Landlord or anyone who derives title from the Landlord

10. WATER SUPPLY

The Landlord is to provide a sufficient supply of water with standpipes and taps but may shut off the supply of water and empty the pipes to protect the pipes from frost or for any other reason

11. TERMINATION OF TENANCY

The tenancy comes to an end:

Notice by the Tenant

11.1 on the expiry of one month's written notice given by the Tenant.

Death of the Tenant

11.2 as soon as Council is informed.

Notice by the Landlord

11.3 on the expiry of one month's written notice.

11.4 on the expiry of not less than three months written notice given by the Landlord to have effect on any day, but only if the Plot is required for:

- building, mining or any industrial purpose or
- roads and sewers necessary in connection with any of those purposes or
- any purpose, other than the use of the Plot for agriculture, for which it was acquired or held or has been appropriated by the Landlord

Default by the Tenant

11.5 if the Landlord forfeits the tenancy by entering any part of the Plot which the Landlord is entitled to do whenever:-

- payment of any Rent [or Water Charge] is twenty-one days overdue even if it was not formally demanded
- the Tenant has failed to keep the Plot in a good state of cultivation and fertility, or
- the Tenant has committed any other breach of any of the terms in this agreement

12. END OF TENANCY

When the tenancy ends:

12.1 the Tenant is to:

- return the Plot to the Landlord leaving it in the state and condition in which this agreement requires the Tenant to keep it
- remove from the Allotment Gardens any buildings structures or fixtures which the tenant or a predecessor has affixed to the Plot and make good any damage which that causes (if the Landlord so requires).
- pay to the Landlord any compensation which under section 4 of the Allotments Act 1950 the Tenant must pay because the Tenant has failed to maintain the Plot clean and in a good state of cultivation and fertility

12.2 the Landlord is to pay to the Tenant any compensation for disturbance which the Landlord must pay under section 3 of the Allotments Act 1922 and section 3 of the Allotments Act 1950

13. NOTICES

The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this agreement

SIGNED on behalf of the Landlord



SIGNED by the Tenant

X.....

It is the policy of the Council to promote Allotment Association across the district and encourage tenants to become members. The Council may therefore disclose your tenant details to the relevant Association in order for you to participate in any Association benefits. If you do not wish the Council to disclose your details to any society please indicate by ticking the box.

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