

# ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT is made the ..... day of.....  
20.....between Walberswick Parish Council (“the Council”)  
and

.....of.....  
.....  
.....

Walberwick Southwold Suffolk (“the Tenant”)

IT IS AGREED as follows:

1. The Council lets and the Tenant takes the plot of ground within the allotment gardens known as the Bird in the Hand Field Walberswick Southwold Suffolk and numbered plot number ..... (the plot) at a rent of £..... per annum payable annually in arrears on the first (1) day of October in each year the first such payment becoming due on first (1) October immediately after the date of this agreement
2. The Tenant agrees:
  - (i) To pay the rent as set out above
  - (ii) To use the plot as an allotment garden for the production of fruit vegetables and flowers for his or her domestic consumption and for no other purpose
  - (iii) To cultivate the plot in a good and workmanlike manner and not to allow the plot to become overgrown with weeds
  - (iv) Not to assign underlet or part with possession of the plot or any part of it without the written permission of the Council
  - (v) To permit any Parish Councillor or employee of the Council at any time to inspect the plot
  - (vi) Not to erect any building or structure on the plot without the written permission of the Council
  - (vii) Not to deposit or allow other persons to deposit on the plot any earth sweeping refuse or other material excepting only (a) manure required for immediate use in cultivation and (b) organic material for burning
  - (viii) Not to obstruct or deposit anything in ditches or on tracks or paths around the allotment gardens and to keep grass and weeds trimmed back around the edges of the plot to prevent any nuisance to adjoining plot holders
  - (ix) To observe the rules and regulations relating to the allotment gardens which may be made by the Council and of which the tenants have been notified
  - (x) Not to keep any animals or poultry on the plot without the written permission of the Council
3. The Council will review the rent annually before first (1) October in each year to take effect from first (1) October in the next year and if the Tenant does not wish to pay the reviewed rent he or she may terminate the tenancy by giving the Council written notice to expire at least six months before the reviewed rent comes into effect
4. The Tenancy may be terminated by either party giving the other party not less than twelve (12) months written notice to quit expiring on or before the sixth (6) April or after the twenty ninth (29) September in any year and it is agreed that this clause does not affect the operation of clause 3 above
5. The Council may at any time recover possession of the plot if the rent is in arrears for forty days or more whether legally demanded or not or if it appears to the Council that there has been a breach of the conditions of this agreement by the Tenant
6. Any notice required to be given to the Council shall be given to the Clerk at the postal or email address on the Parish Council notice board and any notice to the Tenant shall be given to the Tenant at the address set out above

Signed by the Clerk to the  
Council.....

Signed by the  
Tenant.....