



Sway Parish Council

Jubilee Field Pavilion, Station Road, Sway, SO41 6BE
01590 718116
clerk@sway-pc.gov.uk

ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made this 16th January 2020 between the PARISH COUNCIL of SWAY (hereinafter called the Council) and

Name
Address 1
Address 2
Address 3

(hereinafter called the Tenant) by which it is agreed that:

1. The Council shall let to the tenants for him/her to hold as tenant from year to year the Allotment plot number: 100.
2. The tenant shall pay a yearly rent as set by the Council on the first day of October in each year.
3. The rent shall be due on the 15th October each year in advance.
4. The tenant is required to join Sway Allotment Association and will therefore be automatically enrolled as a member of the National Allotment Society. This provides the Tenant with Allotment Association and Public Liability Insurance to the level required by the Council.
5. The tenancy may be terminated by either party to this agreement serving on the other not less than three months' notice.

The tenants shall during the tenancy carry out the following obligations:

6. Your plot should be in at least 75% cultivation (excluding composting areas) with the rest of the plot being in tidy condition. Tidy is defined as generally weed and bramble free, with no dangerous items, or areas that can harbour vermin.
7. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the allotments provide by the Council.
8. Any dog brought onto the allotments must be kept securely on a leash.
9. The tenants shall not assign the tenancy or sub-let or part with the possession of any part of the allotment garden.
10. The tenants shall not erect any building, hut or other shelter whether temporary or permanent without the prior written permission of the Council.
11. No livestock or poultry of any kind shall be kept upon the allotment garden.
12. The tenants shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
13. The tenants shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the allotment garden.



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- 14. The tenants shall cultivate the allotment garden for, and shall use it mainly for the production of soft fruit, vegetables and flowers for consumption by himself/herself and his/her family.
- 15. The tenants shall permit the inspection at all reasonable times of the allotment garden by the Clerk to the Council.
- 16. The tenants is required to ensure that the plot is left in a tidy and clean state when the tenancy is terminated.
- 17. The tenants shall not obstruct or permit the obstruction of any of the paths on the allotment garden set out for the use of the tenants of the allotment gardens.
- 18. Hoses are not to be used unless attended whilst in use by the allotment holder and sprinklers are not to be used at any time.
- 19. If the tenants shall have been in breach of any of the foregoing provisions of this agreement for a period of one month or longer then the Council may re-enter upon the allotment garden and the tenancy shall thereupon come to an end 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.
- 20. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left or sent by post to the address at the head of this Agreement.
- 21. It is illegal to either dump any form of waste material on the New Forest Crown Lands or put any form of feed out to the New Forest stock. Any form of breach of this condition will result in eviction of the tenant from the allotment garden plot.

Signed by..... Clerk to Sway Parish Council

Dated: February 2020

Tenant.....

Dated:

Tenant.....

Dated:

Please retain one copy and return the other to the Parish Clerk.