EASTON PARISH COUNCIL

LETTING AGREEMENT – ALLOTMENTS PLOTS

AN AGREEMENT made this day the …… BETWEEN Easton Parish Council in the County of Norfolk (hereinafter called the Council) of the one part AND …… (hereinafter called the Tenant) of the second part.

WHEREBY IT IS AGREED THAT

1. The council shall let to the Tenant for him/her to hold as tenant to the Council from Year to Year as part of the allotments provided by the Council and numbered in the Council's Register of allotments.
2. The Tenant shall pay a yearly rental of £…… on the above numbered plot/s, due on signing this agreement and payment shall be due before the commencement of the tenancy herein agreed to be created and annually by 23 March.
3. The said tenancy may be terminated by either party hereto serving upon the other a twelve months' notice expiring on any anniversary of this agreement.
4. The tenancy may be terminated by a notice to quit expiring on the next anniversary of the agreement served by the Council within three months after the death of the tenant.
5. The Council reserve the right to refuse Applications for tenancy from persons living outside the Parish boundaries.
6. The Tenant shall observe the following conditions during the said tenancy: -
    a. The Tenant shall keep the allotment in a clean, decent and good condition and properly cultivated.
    b. The Tenant shall not cause any nuisance or annoyance to other Tenants for the time being of any Portion of the said allotments.
    c. The Tenant shall not keep upon the allotment any hens, ducks, geese, turkeys or other poultry, nor any cattle, sheep, goats, horses, ponies, asses or any other animals.
    d. The Tenant shall not sublet or assign the said tenancy nor part with the possession of the land hereby agreed to be let to him/her.
    e. The Tenant shall not erect any buildings on the said land without the written consent: of the Council having first been obtained.
    f. The Tenant shall permit at all reasonable times any member or Officer of the Council charged by the Council with such duty to enter upon and inspect the said land.
    g. The Tenant shall not cut any timber growing on the said land.
    h. The Tenant shall not use any barbed wire as a fence or part of any fence to the allotment in any side of the allotment bordering upon a path provided for or used by any other allotment holder.

i. The Tenant shall maintain in decent order all fences and ditches upon the allotment and shall trim and keep in good order all hedges growing thereon or forming any boundary thereto.

j. The Tennant shall not cause or permit any car, tractor or any other vehicle to stand or remain in any path or access road except for such tie as is required to unload or deliver any materials or equipment to be used on the said allotment. The parking of cars, tractors or any other vehicle is permitted only on such areas as are marked out for that purpose.

7. All taxes, rates and other assessments due upon the land shall be duly paid by the Council.
8. If the Tenant shall have been in breach of any of the terms of the agreement for one month or longer, then the council may re-enter upon the said allotment and the said tenancy shall thereupon come to an end, but without prejudice to any rights to damages acquired thereunder by the Council and without prejudice to the right to recover any rent due and unpaid at time of such re-entry. The payment of the rent is due withing 30 days. If nonpayment after 40 days from the 1st April, the allotment becomes vacant and reverts back to the Parish Council to allocate to the next person on the waiting list.
9. Notwithstanding the provisions in Paragraph (2) of this Agreement, the Council reserve the right to alter the annual rental for the said allotment and the Tenant shall receive not less than three months' notice of any such alteration.

Signed on behalf of EASTON PARISH COUNCIL

Sue Marsh

Sue Marsh - Clerk and RFO

Signed

The above-named Tenant