

TERMS AND CONDITIONS:

This Tenancy Agreement is subject to the Allotments Acts 1908-1950; to any Regulations endorsed to or on this Agreement; and to the following Conditions:

1. The Tenant shall cause the land to be used for Allotment Gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his/her family) and for no other purpose; any and all Tenants to keep Allotment Garden clean and free from weeds and in a good state of cultivation and fertility and in good condition.
2. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path/riding set out by the Landowner for the use of occupiers of the Allotment Gardens.
3. It shall be a condition of an Allotment letting agreement that Tenants shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Landowner who, for the purpose of this Tenancy Agreement is, and shall remain, the Landlord Paramount.
4. The Tenant shall not, without express written consent of the Landowner, cut or prune any timber or trees other than hedges or take, sell or carry away any mineral, sand, clay or earth.
5. The Tenant shall not keep any livestock on the Allotment Garden except that permitted under Statute (section 12 Allotments Act 1950 - domestic chickens, [*hereinafter referred to as chickens*] and/or rabbits) without the prior express written consent of the Landowner.
6. The Tenant shall keep every hedge which forms part of the boundary of his/her Allotment Garden properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds on his/her Allotment Garden.
7. The Tenant shall not use any barbed wire or razor wire for a fence adjoining any path set out by the Landowner for the use of the occupiers of the Allotment Garden.
8. The Tenant shall not, without express written consent of the Landowner, erect any building on the Allotment Garden, except buildings erected pursuant to section 12 Allotments Act 1950; and shall be responsible for removal of any building on or before expiry of the Tenancy.
9. As regards the Allotment Gardens: the Tenant shall observe and carry out any and all conditions and covenants contained in the Tenancy Agreement; and any and all conditions which bind the Landowner and contained in the Head Lease.
10. The Tenancy of the Allotment Garden shall terminate whenever any Tenancy or Right of Occupation of the Landowner shall terminate.
11. It may also be terminated by the Landlord Paramount by re-entry on to the land after due notice:
 - a. if the Rent is in arrears for not fewer than 40 days after the 1st April; or
 - b. where the Tenant is not duly observing and/or carrying out the terms of the Tenancy ; or
 - c. where the Tenant becomes bankrupt or compounds with creditors.
12. The Tenancy may also be terminated by the Landowner, or by the Tenant, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25th** (Lady Day) or not earlier than **September 29th** (Michaelmas) in any year. (*By virtue of section 1 (1) (e) Allotment Act 1922 the date of expiry of notice must not fall between Lady Day and Michaelmas.*)
13. The Tenant shall pay the Stamp Duty on this Tenancy Agreement. Stamp Duty is not payable unless the Tenancy Agreement is for longer than 7 years and exceeds £100 per annum.
14. Rates in respect of the Allotment Gardens shall be paid by 1st April. Allotment Gardens are treated as **Note 1 Section 12 Allotments Act 1950**
15. The rates increase for 2021 as notified last year will be will be subject to an increase based on the September Consumer Prices Index to the nearest 5p
16. From 2022 until 2024 an additional 2% increase will be levied to allow for essential maintenance.
17. The Landlord has the rights to suspend any of the above terms and conditions should a risk or hazard arise that leads to Health and Safety concerns.

Abolition of contractual restrictions on keeping chickens and rabbits

12 Abolition of contractual restrictions on keeping chickens and rabbits

(1) Notwithstanding any provision to the contrary in any lease or tenancy or in any covenant, contract or undertaking relating to the use to be made of any land, it shall be lawful for the occupier of any land to keep, otherwise than by way of trade or business, chickens or rabbits in any place on the land and to erect or place and maintain such buildings or structures on the land as reasonably necessary for that purpose:

Provided that nothing in this subsection shall authorise any chickens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment.

Note 2 Allotment Garden rules are attached and defined in detail and form the Terms and Conditions.

Agreement to the above Tenancy incorporates the detailed Terms and Conditions as per the Allotment Handbook.