**AN AGREEMENT** made the day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ two thousand and \_\_\_\_\_

**BETWEEN** ("Boundary Way Allotment Association") acting by their Committee and, hereinafter called "the tenant", of (tenant name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Plot No.\_\_\_\_\_\_\_\_\_\_\_

**WHEREBY**

1. The Association agrees to let and the tenant agrees to take from the day of Two thousand and \_\_\_\_\_\_\_\_\_\_ the allotment plot numbered at the Allotment Site in the said City (hereinafter called "the plot") (subject to the exceptions and reservations contained in the Conveyance Lease or Agreement of Tenancy under which the Council hold the land of which the plot forms part) at the yearly rent of\_\_\_\_\_\_ pounds payable yearly in advance on the \_\_\_\_\_\_ day of April of each year and commencing on the \_\_\_\_\_\_ day of April 20 \_\_\_\_or such other sum as the Association may from time to time decide subject to the Tenant receiving at least Twelve months notice in writing expiring on or before the Thirty first day of March in any year
2. The tenant hereby agrees with the Association as follows:-

(1) To pay the rent hereby reserved in advance and without deduction otherwise than allowed by statute on the Second day of April In each year

(2) To pay such reasonable contribution as the Association may from time to time direct towards the cost of supplying services to the Site

(3) To use the plot as an allotment garden 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 purposes and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition

(4) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or of any neighbouring land or obstruct any path set out by the Association for the use of the allotment gardens

(5) Not to underlet assign or part with the possession of the plot or any part of it without the written consent of the Association

(6) Not without the written consent of the Association to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay

(7) Not to keep any birds or other animals on the plot unless permitted by statute without the prior written consent of the Association and in the event of such consent being given not to keep them for the purpose of trade or business

(8) To keep every hedge ditch and dyke forming part of adjoining or abutting the plot properly cut and trimmed cleansed and cleared of debris respectively

(9) Not without the written consent of the Association to erect any building or structure on the plot or on any other part of the allotment site

(10) Not to use barbed wire for a fence adjoining any paths set out by the Association for the use of the occupiers of the allotment gardens

(11) To observe and perform any other special conditions which the Association consider necessary to preserve the plot from deterioration and of which notice may be given to him/her

(12) To observe and perform any rules regulations or directions made by the Council or the Association from time to time in connection with the Allotment garden or the Site

(13) Not to deposit or allow other persons to deposit on the plot any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges ditches or dykes situate in the allotment site or in the adjoining land

(14) To inform the Association forthwith of any change of his/her address

3. (1) This tenancy shall determine on the rent day next after the death of the tenant

(2) This tenancy may also be determined in any of the following manners:-

1. By either party giving to the other not less than twelve months' previous notice in writing expiring on or before the first day of April or on or after the Twenty-ninth of September in any year
2. By re-entry by the Association or the Council at any time after giving three months' previous notice in writing to the tenant on account of the plot being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes;
3. By re-entry by the Association at any time after giving one month's previous notice in writing to the tenant;
4. if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
5. if it appears to the Association that there has been breach of the conditions and agreements on the part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy; or
6. if the tenant shall become bankrupt or compound with his/her creditors;

(d) By the Association giving one month's previous notice in writing to the tenant if the tenant is resident more than one mile out of the City

1. ANY notice to be given by the Association or the Council to the tenant may be served on him/her personally or by leaving it at his/her last known place of abode or by recorded delivery letter addressed to him/her there or by fixing the same in some conspicuous manner on the plot or on the site notice board, Any notice to be given by the tenant to the Association may be served on The Chairman or Secretary in writing to be delivered in person or in a manner agreed between the Tenant and the Association

**AS WITNESS** the hands of the parties hereto the day and year first before written

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| --- | --- |
| SIGNED for and on behalf of  Boundary Way Allotments Association  in the presence of: | ...................................................................  (Authorised Officer) |
| SIGNED by the Tenant in the presence of: | ....................................................................  (Tenant's signature) |

(Witness's Name) :........................................

(Witness's Address): .........................................................