

Agreement for letting an allotment plot at Tadpole Garden Village



This Agreement is made on

Parties:

- (1) Tadpole Garden Village Community Interest Company ('the Landlord')
- and
- (2) The tenant of



IT IS AGREED:

1 Allotment Plot

The Landlord agrees to let and the Tenant agrees to take all that piece of land situated at Tadpole Garden Village allotments ('the Allotments') (plot number...) on the Landlord's allotment plan for that location ('the Allotment Plot').

2 Tenancy and rent

2.1 The Allotment Plot shall be held on a one year tenancy from 22nd April 2017, at a rent of £100.00 per year, payable to the Landlord. If the rent is unpaid one calendar month after becoming due an excess charge of ten percent of the due sum will be payable to the Landlord.

3 Management

Day to day management of the Allotments will be provided by the TGVCIC Steering Committee on behalf of the Landlord. The Allotments will be administered by Preim on behalf of the Landlord.

4 Allotment Acts

Each Allotment Plot is let subject to the provisions of the Allotment Acts 1908 to 1950 and to the rules of Tadpole Garden Village Community Interest Company Allotments ('the Rules') as varied from time to time.

5 Tenant Covenant

The Tenant covenants to observe and perform all of the conditions of this Agreement and the rules.

6 Use

The Allotment Plot is let for use as an Allotment Plot and may not be used for the purpose of any trade or business.



7 Cultivation

The Tenant must at all times keep the Allotment Plot properly cultivated with spade husbandry, well manured, free from weeds and noxious plants and in good health and condition, and must so deliver it up at the end of the tenancy.

8 Agreement against subletting

The Tenant may not sublet, assign or part with possession of the Allotment Plot or any part of it or erect any building or structure of any kind on it (except where expressly allowed under the rules) without the written consent of the Landlord.

9 Tenant details

The Tenant will provide the Landlord with their full contact details, in writing, such details to include address, phone numbers and, where possible, email details and will subsequently and without delay inform the Landlord of any change to those details.

10 Nuisance and paths

The Tenant must not cause, permit or suffer any nuisance or annoyance to the occupier of any other Allotment Plot or obstruct any path set out by the Landlord for the use of the occupiers of the allotments, and every such path on which the Allotment abuts must be kept by the Tenant.

11 Animals

No animals whatsoever shall be allowed to enter the Allotments.

12 Determination of tenancy

12.1 Automatic determination on death of tenant:

This tenancy shall automatically terminate on the annual rent day following the death of the Tenant.



12.2 Determination by notice:

This tenancy may be determined by either party giving to the other 2 months' previous notice in writing. Provided that the tenant has completed no less than one year of the two year tenancy.

12.4 Determination on default

This tenancy may be determined by re-entry by the Landlord, at any time after giving one month's previous notice in writing to the Tenant:

- 12.4.1 if the rent is in arrears for not less than 40 days, whether legally demanded or not,
- 12.4.2 if there has been a breach by the Tenant of any of the conditions and agreements contained in this agreement, or
- 12.4.3 if the Tenant becomes subject to a bankruptcy order or enters into any voluntary arrangement for the benefit of his creditors.

13 Service of notices

Any notice may be served on a tenants either personally or by leaving it at his last known address, or by registered letter or by recorded delivery addressed to him there, or by fixing the notice in a conspicuous manner on the Allotment Plot.

Agreed by the following parties:

Signed
(Tadpole Garden Village Community Interest Company Ltd) Landlord

Signed (Tenant)

Date.....