

**ALLOTMENTS ACT 1905 – 1950
AGREEMENT FOR LETTING
ALLOTMENT GARDEN**

AN AGREEMENT made the..... **BETWEEN** the Isle of Wight Council ("the Council") and
Isle Of Wight ("the Tenant").

Whereby it is agreed as follows:

1. AGREEMENT TO LET

The Council agrees to let to the Tenant a yearly tenancy from the for the allotment garden known as **Plot.... at Allotments,..... , Isle of Wight** at the yearly rent of £.....per annum and at a proportionate rent for any part of a year over which the tenancy may extend.

2. THE TENANT AGREES WITH THE COUNCIL:

2.1 Rent

To pay the rent in advance, and without deduction otherwise than allowed by statute, on 1 September in each year. The rent shall be reviewed each year on the 1st January and shall be increased using the "All Items" Index of Retail Prices. This increase will then be applied to the Following September rental payment.

2.1a Deposit

A deposit of £25 is required which is returnable upon written termination of this agreement. The deposit is retained if the plot is found uncultivated and/or has not being maintained to an acceptable standard. This is for the purpose of clearing the plot ready for re-letting.

2.2 Keys

To pay a deposit of £5.00 for the provision of a key to the allotment garden (where appropriate) this is be returned to the Council on termination of this Agreement.

2.3 Use of Land

To use the allotment garden as an allotment garden only and for no other purpose.

2.4 Cultivation

To keep the allotment garden clean, free from weeds, and manured/fertilised and otherwise maintained in a good state of cultivation, and good condition. Also to keep any pathway or cart track included on or abutting the allotment garden reasonably free from weeds, and trimmed back so as to maintain access.

2.5 Marker Posts

To erect a marker post indicating the official number allocated to his/her allotment garden. The post should not be less that 10 centimetres by 10 centimetres (4 inches by 4 inches) and at a height of 76 centimetres (30 inches).

2.6 **Nuisance**

Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway laid out by the Council for the use of the occupiers of the allotment gardens.

2.7 **Bonfires**

Bonfires are only permitted during October-March, PM only. During this period you are not to light any bonfires or burn any noxious substance under conditions in which smoke will cause annoyance to the occupiers of adjoining properties or drift across a road so as to create a traffic hazard. Lit bonfires must not be left unattended. If bonfires are used outside of these guidelines this will result in termination.

2.8 **Restriction on Assignment**

Not to underlet, assign or part with possession of the allotment garden or any part of it without the written consent of the Council.

2.9 **Waste**

Not to prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

2.10 **Hedges**

To keep any hedge that forms part of the allotment garden properly cut and trimmed and all ditches clear and to maintain, repair and keep in good condition any fence or gate on the allotment garden. To protect any other hedges, fences or gates in the allotment field of which the allotment garden forms part or on adjoining land or any notice board which has been erected by the Council on the allotment garden or the allotment field.

2.11 **Buildings**

Not to erect any buildings or structures except for structures such as a garden shed (1.8m x 1.2m max) or greenhouse (2.4m x 1.8m max). All such structures are subject to any relevant planning permission.

2.12 **Barbed Wire**

Not to use barbed wire for the purposes of fencing adjoining any path laid out by the Council for the use of occupiers of the allotment gardens.

2.13 **Restriction On Cropping**

Not to plant any trees or fruit bushes or any crops which require more than 12 months to mature or are of such size to cause nuisance to adjoining Tenants, ie large trees.

2.14 **Depositing of refuse**

Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for cultivation purposes) or place any matter in the hedges, ditches or dykes in the allotment field of which the allotment garden forms part or on adjoining land.

2.15 **Dogs**

Not to allow any dog, unless the dog is tethered on a leash or lead, into the allotment field of which the allotment garden forms part.

2.16 **Restriction On Keeping of Animals**

Not to keep any animal or livestock of any kind on the allotment garden.

2.17 **Children**

Not to allow children accompanying either the Tenant or a member of the Tenant's family to behave in such a way as to cause nuisance or annoyance to the occupier of any other allotment garden.

2.18 **Prohibition of Notices, etc**

Not to erect any notice or advertisement on the allotment garden.

2.19 **Restrictions On Admittance To Allotment Garden**

The Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment garden unless accompanied by the Tenant or a member of his/her family.

2.20 **Dispute Between Occupiers**

In the case of a dispute between the Tenant and any other occupier of any allotment garden in the allotment field the matter shall be referred to the Allotment Officer or an Officer appointed by the Council whose decision shall be final.

2.21 **Change of Address**

The Tenant is to inform the Council immediately of any change of his/her address.

2.22 **Yielding Up**

The Tenant shall yield up the allotment garden at the determination of the Tenancy Agreement in such condition in compliance with the terms set out in this Agreement.

2.23 **Inspection**

Any Officer or Agent of the Council shall be entitled to enter and inspect the allotment garden at any time as directed by the Council.

2.24 **Special Conditions**

The Tenant shall observe and undertake any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 4 of this Agreement.

3. DETERMINATION OF TENANCY

3.1 This Tenancy shall determine on the death of the Tenant.

3.2 This Tenancy may also be determined in any of the following ways:

a) By either party giving to the other 12 months notice in writing to expire on or before 31 March or on or before 30 September in any year.

b) By re-entry by the Council at any time after giving 3 month's previous notice in writing to the Tenant on account of the allotment garden 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 purposes or for roads or sewers necessary in connection with any of those purposes
- c) By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:
 - i) if the rent or any part of it is in arrears for not less than 30 days, whether legally demanded or not
 - ii) if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this Agreement and provided that at least 3 months have elapsed since the commencement of the tenancy; or
 - iii) the Tenant becomes bankrupt or compound with his/her creditors

4. NOTICES

Any notice given by either party under this agreement shall be in writing, typescript or printed and when given by the Authority if sent by post to the last known place of abode of the tenant shall be deemed to have been served on the date when, in the ordinary course of post, it would have been delivered to him. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Allotment Officer or an Officer appointed by the Council.

5. AGREEMENT TO BE BOUND

In signing this Agreement the Tenant acknowledges that he/she has read and understood the terms and conditions of the Agreement and agrees to be bound by them.

Signed:.....

Dated:.....

Witnessed by: