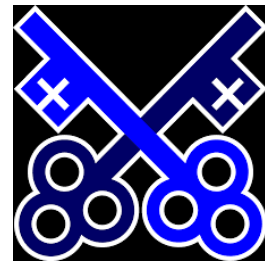


Peterston-super-Ely Community Council
Cyngor Cymuned Llanbedr-y-Fro



Clerk to the Council, Val Harvey
Email council@peterstonsuperely.org.uk
Tel 07380 137056
Website <http://www.peterstonsuperely.org>

Tenancy Agreement
Ael y Bryn Allotment Site

This agreement is made on the (date)

Between Peterston-super-Ely Community Council ("The Council")

And ("The Tenant")

Of(address)

whereby the Council agree to let and the Tenant agrees to hire on a yearly tenancy from 1st April the Allotment Garden(s) numbered:in the Plan of Allotments provided by the Council (subject to any exceptions and reservations contained in the Lease under which the Council holds the land) at the yearly rent of **£15 per allotment**.

The rent is payable yearly (by bank transfer or cheque) or at a proportionate rate for any part of a year over which the tenancy may extend.

Bank details are Peterston super Ely Community Council: Unity Trust Bank, Sort Code: 60-83-01, Account Number: 20463261

The tenancy is subject to the Allotment Acts, 1908 to 1950, the regulations endorsed on this Agreement, the Council's Terms and Conditions for keeping an allotment and also to the following conditions:

1. The rent shall be paid in full, without deduction, on the signing of the allotment agreement and in advance each subsequent year no later than the 1st February, and will be reviewed twelve months before renewal date by the Council.
2. The tenant shall use the Allotment as an allotment garden only, and for no other purpose.
3. The tenant shall keep the allotment garden(s) clean, any structures in an acceptable state of repair, and the plot in a good state of cultivation and fertility. If any allotment is not maintained for more than two consecutive months then the Council will deem this as if the tenant has forfeited this agreement and therefore notice will be given.
4. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.

5. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, or other byelaws, orders or regulations affecting the Allotment.

6. The tenant shall not underlet, assign, or part with the possession of the allotment garden(s) or any part thereof, without the written consent of the Council.

7. The Tenant shall not erect any structure on the Allotment without the consent of the Council which may be sought in writing. Any structure so erected must be kept in good and sound condition.

8. The keeping of bees or any livestock is prohibited without the prior consent of the Council in writing.

9. The Tenant will at all times exercise every care to prevent waste leakage or misuse of water within the general allotments area, and endeavour to make good and repair any damage done to any water pipes or taps. The Tenant should in any event immediately report to the Council any such waste, leakage, or misuse.

10. The Tenant must not erect any notice or advertisement on the Allotment.

11. The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of their family, unless accompanied by the Tenant or a member of their family.

12. The Tenant agrees that any case of dispute between themselves and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.

13. The Tenant agrees to inform the Council immediately of any change of their address.

14. The tenant shall, as regards the allotment garden(s), observe and perform all conditions and covenants contained in the lease (if any) under which the Council owns the land.

15. The Tenant must observe and perform any special condition the Council considers necessary to preserve the allotment from deterioration of which Notice is given to the Tenant in accordance with Clause 20 below.

16. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment garden(s)

17. Termination of the allotment tenancy

a) Termination by the Tenant.

The tenancy may be terminated by the Tenant giving to the Council six months' notice in writing expiring at any time. This tenancy may also be terminated by the Tenant without giving six months' notice, but the Tenant will forfeit the right for reimbursement of any rent.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and posted prepaid to the Clerk of the Council.

The Tenant must yield up the Allotment plot at the termination of this tenancy in a condition in compliance with the clauses contained within this Agreement.

b) Termination by the Council.

i. The Council may give one month's Notice in writing to the Tenant:

- If it appears to the Council that the tenant has breached any of the rules and conditions contained in this agreement.
- If the rent or any part of it is in arrears in accordance with Section 1 above.

ii. The Tenant shall, upon termination of this tenancy by the Council, be entitled to compensation only to the extent prescribed by Section 2 of the Allotments Act 1922 and Section 3 of the Allotments Act 1950 but not further or otherwise.

iii. The Council, upon termination of this Tenancy shall be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the Allotment caused by the failure of the Tenant to maintain the Allotment in a good state of cultivation and fertility.

18. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk of the Council and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by recorded delivery service addressed to them there or by fixing the Notice in some conspicuous manner on the allotment.

Signed:

Date:.....

Val Harvey

Senior Clerk to Peterston Super Ely Community Council

Signed:

Date:.....

Tenant

Please return Agreement to:

Email: council@peterstonsuperely.org

Or Post to: Val Harvey, c/o The Granary, Pendoylan Road, Groesfaen. CF72 8NF