

**Allotment Acts 1908 - 1950**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and nine **BETWEEN THE COUNCIL OF THE BOROUGH OF MELTON** in the County of Leicestershire (hereinafter called "the Council") acting under the hand of **PAUL EVANS**, its Head of Street Scene and Environment and Agent of the one part and \_\_\_\_\_ of \_\_\_\_\_ Melton Mowbray aforesaid (hereinafter called "the Tenant") of the other part.

**WHEREBY IT IS AGREED** as follows:-

1. The Council agrees to let and the Tenant agrees to take **ALL THAT** plot of ground situated at \_\_\_\_\_ Melton Mowbray aforesaid and known as Allotment No. \_\_\_\_\_ and containing \_\_\_\_\_ **square metres** or thereabouts (hereinafter called "the Plot").
2. The Tenancy shall commence on the \_\_\_\_\_ of \_\_\_\_\_ two thousand and nine and shall continue until determined in manner hereinafter provided.
3. The Tenant shall pay to the Council the rent of \_\_\_\_\_ pounds and \_\_\_\_\_ pence per annum such rent to be payable in advance on the Twenty fifth day of March in each year provided always that payments for broken periods shall be apportioned and rounded up to the nearest month.
4. The Council shall given at least six calendar months' notice in writing to the Tenant that the rent is to be increased.
  - (a) The Tenant shall have the option of terminating the tenancy on the day before such increase takes effect or of remaining a Tenant subject to the same terms and conditions as previously existing but at the increased rent.
  - (b) If the Tenant shall remain in possession after the day on which any such increase takes effect he/she shall be deemed to have elected to remain a Tenant as aforesaid.
5. The Tenant hereby agrees with the Council as follows: -
  - (a) To pay the rent at the times and in the manner aforesaid
  - (b) To use the Plot as an allotment garden wholly or mainly cultivated for the production of crops for consumption by the Tenant or his/her family and for no other purpose
  - (c) To keep the Plot clean and in a good state of cultivation and fertility and in good condition
  - (d) To keep every hedge (if any) that forms part of the Plot properly cut and trimmed
  - (e) Not to cause any nuisance or annoyance to the occupier of any other allotment garden nor obstruct any path set out by the Council for the use of the occupiers of the allotment gardens
  - (f) Not to underlet assign or part with the possession of the Plot or any part thereof without the written consent of the Council
  - (g) Not to plant on the Plot
    - (i) Any tree or fruit bush or
    - (ii) Any crops which require more than twelve months to mature
  - (h) Not without the prior written consent of the Council to erect any building or structure on the Plot except to the extent permitted by Section 12 of the Allotments Act 1950
  - (i) Not without the prior written consent of the Council to keep any hens or rabbits on the Plot except to the extent permitted by Section 12 of the Allotments Act 1950
  - (j) Save as provided in Clause 5 (i) hereof not without the prior written consent of the Council to keep on the Plot any animals (including pigs and bees)
  - (k) To permit the Council's officers servants and agents to enter on the Plot and to inspect the state and nature of cultivation
  - (l) To ensure that the Plot is clearly numbered (failure to do so shall mean that the Plot is ineligible for the Council's Allotment Competition)
6. The Tenancy hereby created may be determined as provided in clause 4 above or in any of the following ways: -
  - (a) By the Tenant giving to the Council three calendar months' notice in writing expiring at any time
  - (b) As provided in Section 1 (1) of the Allotments Act 1922 (as amended) (see overleaf)
7. Any notice required to be given to the Tenant shall be duly given if sent by post in a prepaid letter addressed to the Tenant at his/her last known address or fixed in some conspicuous manner on the Plot

Any notice to the Council shall be duly served if sent in like manner addressed to the Head of Street Scene & Environment, Melton Borough Council, Council Offices, Nottingham Road, Melton Mowbray, Leicestershire LE13 0UL.

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

**SIGNED** by the said **PAUL EVANS**).....

in the presence of:-)..... Witness signature

**SIGNED** by the said).....

in the presence of:) ..... Witness signature