



# **Kingshurst Parish Council**

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Clerk to the Council: Paula Coyle



## **Kingshurst Parish Council Tenancy Agreement for Allotment Gardens, Kingshurst, Birmingham.**

**An Agreement made this 31st day of January in the year 2021**

**Between Kingshurst Parish Council**

**(Hereinafter, "the Landowner") of the one part; and**

**of**

**(hereinafter, "the Tenant") of the other part**

**WHEREAS the Landowner agrees to lease, and the Tenant agrees to take on a yearly tenancy of Plot << >> of that land known as The Kingshurst Parish Council Allotments**

**from the 31<sup>st</sup>**

**day of January**

**in the year 2022**

**at the yearly rental as decided by the Landowner (currently £35.00) payable yearly and at a proportionate rent for any part of a year over which the Tenancy may extend.**

This Agreement is subject to the Allotments Acts 1908-1950; to any Regulations endorsed to or on this Agreement; and to the following Conditions:

1. Rent shall become due on the 31<sup>st</sup> day of January in any year and must be paid within 14 days of receipt of the invoice for that year.
2. a. The Tenant shall cause the land to be used for Allotment Gardens 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 purpose; any and all Tenants to keep plots clean and free from weeds and in a good state of cultivation and fertility and in good condition.  
  
b. The Allotment Gardens will be inspected on a regular basis by members of the Kingshurst Parish Council Allotments Working Party and for any tenant deemed to be in breach of 2a above will be issued with a written notification to comply with the terms of 2a above within four weeks of the date of the notification. Failure to do so will result in the termination of the tenancy agreement.
3. 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 Landowner for the use of occupiers of the Allotment Gardens.
4. It shall be a condition of an Allotment letting agreement that Tenants shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Landowner who, for the purpose of this Agreement is, and shall remain, the Landlord Paramount.
5. The Tenant shall not, without express written consent of the Landlord Paramount, cut or prune any timber or other trees (other than those planted by the tenant) or take, sell or carry away any mineral, sand, clay or earth (other than that introduced to the allotment plot by the tenant).
6. The Tenant shall not keep any livestock on the allotment except that permitted under Statute (s.12 Allotments Act 1950 – domestic chickens, and/or Rabbits) without the prior express written consent of the Landlord Paramount.
7. The Tenant shall keep every hedge which forms part of the boundary of his / her Allotment Garden properly cut and trimmed, shall keep all similar ditches properly cleansed and maintained, and shall keep in good repair any other associated fences, gates, sheds and other structures that form part of his / her Allotment Garden.
8. The Tenant shall not use any barbed wire or razor wire for a fence adjoining any path set out by the Landowner for the use of the occupiers of the Allotment Gardens.
9. The Tenant shall not, without express written consent of the Landlord Paramount, erect any building on the Allotment Garden, except buildings erected pursuant to **section 12 Allotments Act 1950**; and shall be responsible for removal of any building on or before expiry of the Tenancy.
10. As regards the Allotment Gardens: the Tenant shall observe and carry out any and all conditions and covenants contained in the Lease; and any and all conditions which bind the Landowner and contained in the Head Lease.
11. a. The Tenancy of the Allotment Garden is a rolling 12 month agreement and may be terminated by the tenant at the start of any 12 month term.  
  
b. The Tenancy of the Allotment Garden shall terminate whenever any Tenancy or Right of Occupation of the Landowner shall terminate.  
  
c. It may also be terminated by the Landlord Paramount by re-entry on to the land after one months notice: if the Rent is in arrears for not fewer than 40 days; **or** the Tenant is not duly observing and/or carrying out the terms of the Tenancy; **or** where the Tenant becomes bankrupt or compounds with creditors.

d. The Tenancy may also be terminated by the Landowner, or by the Tenant, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25<sup>th</sup>** (Lady Day) or not earlier than **September 29<sup>th</sup>** (Michaelmas) in any year. By virtue of **section 1 (1) (e) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

- 12.** The Tenant shall pay the Stamp Duty on this Agreement. Stamp Duty is not payable unless the Agreement is for longer than 7 years and exceeds £100.
- 13.** Any tenant that takes another tenant's property or enters any other tenant's allotment garden without due cause will be liable for instant eviction.
- 14.** Tenants must observe any rules and regulations which the Kingshurst Parish Council makes at any time in the future.
- 15.** The Kingshurst Parish Council is not liable for loss by accident, fire theft or damage of any tools or contents in the chalet, greenhouse or tool locker and need not replace any chalet, greenhouse which is destroyed or damaged.
- 16.** Disputes between Tenants are to be referred to the Kingshurst Parish Council and the decision of the Parish Council will be binding on all the Tenants involved in the dispute.
- 17.** Rates in respect of the Allotment Gardens shall be paid by Kingshurst Parish Council.
- 18.** Preference for allotment plots will be given to residents of the Parish of Kingshurst, then for residents of the Borough of Solihull residents who live within four miles of the Parish boundary, then for other residents of Solihull and finally for non residents of Solihull.

**Signed . . . . . Landowner - The Kingshurst Parish Council.**

**Signed . . . . . Tenant**

**Tenants Name:**

**Address :**

**Plot Number:**

**Telephone No:** \_\_\_\_\_

**Email :** \_\_\_\_\_