

TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS (For domestic cultivation only)

THIS AGREEMENT made on this [enter date] DAY OF [enter month] TWO THOUSAND AND TWENTY [enter year] BETWEEN Fairfields Community Council (hereinafter called “the Council”) and [enter tenant name and address] (hereinafter called “the Tenant”) by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to hire from [enter date] the allotment garden being PLOT [XX] (Small/Medium) circa 75/125 sq/m and forms part of the allotments provided by the Council at [Allotment Site Name], (“the Allotment”) at the annual rent of £40/£55.

2. In a full allotment year, the rent shall be paid on 01 OCTOBER and shall be for the period up to and including the 30 SEPTEMBER and thereafter as provided in this Agreement.

**3.**  **The Tenant hereby agrees with the Council as follows: -**

3.1 to sign and return a copy of the signed Tenancy Agreement to Fairfields Community Council via email to clerk@fairfields-pc.gov.uk.

3.2    to pay the rent hereby reserved in advance on the first day of October in each successive allotment year of this tenancy or such proportion of the rent as shall be payable pro rata where the tenancy commences part way through a year, without any deduction or set-off.

3.3 the rent is non-refundable.

3.4 to comply with such rules made by the Council under Section 28 of the Small Holdings and Allotments Act 1908 (“SHAA 1908”)

3.5 to observe and perform any special conditions which the Council may make or shall consider necessary to preserve the allotment garden from deterioration in accordance with the Rules & Regulations as are published on its website at www.fairfields-pc.gov.uk, together with any updates or amendments considered necessary from time to time. It shall be the responsibility of the Tenant to keep themself updated on the Council’s Rules & Regulations throughout the duration of this tenancy.

3.6 The Tenant shall pay all other rates, dues or other assessments which may at any time be levied or charged or be payable in respect of the Allotment.

4.     The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on their part contained in this Agreement may peaceably use and enjoy the Allotment without any interruption by the Council or any person claiming under or in trust for the Council.

**5.      End of Tenancy**

This tenancy shall be determinable by either party in any of the following manners contained within clauses 6 and 7 below subject to the conditions provided, and in accordance with the Rules & Regulations.

**6. Ending the Tenancy Agreement - Termination of Tenancy by Tenant**

6.1 If a tenant decides to end their tenancy, they must inform the Council by giving one months’ notice in writing or via email.

6.2 On termination of the tenancy, no amount of the annual rent will be returned in relation to any period of the tenancy unexpired.

6.3 Failure to leave the plot in the condition required by this Agreement will result in the Council undertaking any work required to put the Allotment in good order and any costs incurred by the Council shall be charged to and be payable by the tenant.

6.4 Tenants are required to ensure that any personal belongings, possessions, structures and crops they wish to take are removed on or before the termination date.

6.5 When the tenant leaves the plot, they must ensure that any structure or shed which the Council has given permission to remain on the Allotment, has been emptied of its contents and any lock or padlock removed.

6.6 Any valuables or structures not requested by the Council which are left at the Allotment following termination, will be removed by the Council and disposed of at the tenant’s expense as the Council sees fit and the tenant indemnifies the Council from the cost of such removal or disposal.

**7. Ending the Tenancy Agreement - Termination of Tenancy by the Council**

The Council may terminate the tenancy and require the tenant to vacate the Allotment site in accordance with the provisions of S.1 (1) of the Allotments Act 1922 (“AA1922”).and by:

7.1 giving the tenant 12 months or longer written notice expiring on or before 6 April or on or after 29 September in any year - S.1(1) of the Allotment Act 1950 (“AA1950”)

7.2 re-entry by the Council at any time after giving one month’s notice in writing to the tenant, pursuant to S.30(2) SHAA 1908 namely:

7.2.1 if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not: or

7.2.2 if it appears to the Council that the tenant of an allotment, not less than three months after the commencement of the tenancy thereof, has not observed the rules affecting the allotment made therein and in line with the Rules & Regulations; or

7.2.3 the tenant lives more than one mile outside the boundary of Fairfields and Milton Keynes parish.

7.3 the tenant becoming bankrupt or entering into an arrangement with its creditors, or where the tenant is an association or company, on account of its liquidation - ((S.1(1)(e) AA1922).

7.4 giving three months’ notice, in writing, to the tenant where the land is required for building, mining or any other industrial purpose or if the land is required by Council for a purpose (other than agriculture) for which the land was originally acquired by the Council; or has been appropriated under any statutory provision (S.1(1)(b) AA1922).

**8. Power of Entry**

8.1 Any Officer or agent of the Council, shall be entitled at any time to enter and inspect the allotment and any buildings or structures, on permission from the Clerk.

8.2 Tenants are advised that photographs are a routine part of the inspection process, the pictures are retained for future reference in accordance with the requirements of the General Data Protection Regulation Act 2018.

8.3 The tenant will be in breach of the Rules and Regulations by causing a hindrance to or harassment of a duly appointed Officer in carrying out inspection of the plot. This may result in the immediate issue of a notice of termination of the tenancy.

**9. Tenant Record of Warnings**

 When letters and/or emails regarding the condition of the tenant’s plot(s) are sent they are recorded onto the tenant’s file. When future inspections are carried out by the Council’s Officer, the history of the plot and the current tenant’s records will be referred to.

**10. Breach of Tenancy**

Without prejudice to the provisions of 7.2 above, where in the judgement of the Council, a breach of any term or condition of the tenancy or this Agreement has occurred, the tenant will be subject to the following enforcement procedure. The Council intends to allow the tenant the opportunity to remedy the breach before any action is taken to terminate the tenancy. The decision of the Council on any breach shall be final.

10.1 Warning

This will outline the nature of the breaches or complaint and will give instructions on the actions required. The tenant will be given 14 days to rectify all breaches identified by FCC.

10.2 Notice to Quit

## If, after 14 days the tenant has not rectified the breaches or notified FCC of any exceptional circumstances (refer to 3.16 of the Rules: Request for Extension to Inspections), they will be issued with a Notice to Quit. Tenant will then have 30-days to rectify the condition and remove any personal belongings. This process can be stopped at any point within the 30-day notice period, if breaches have been rectified.

**NOTE:** Should a tenant wish to stop this process, they will only be allowed one Notice to Quit in any one allotment year.

**11 Serious Breaches of Tenancy - Enforcement Procedure**

Where a breach of the terms of the tenancy has occurred which, the Council deems to be a serious breach, an immediate Notice to Quit will be issued. The tenant(s) will be instructed to vacate the Allotment immediately and without further notice and the tenancy will be terminated with immediate effect.

**12.   Notices**

12.1 Any notice required to be given by the Council to the Tenant will be signed on behalf of the Council by the proper officer and may be served on the Tenant either personally or by leaving it at their last known place of abode, or by prepaid post addressed to them there, or by fixing the notice in a conspicuous manner on the allotment garden, or via email ; and

12.2 any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post or via email to the Parish Manager of the Council.

**13.**    **By signing this Tenancy Agreement, you confirm that you have read, understood, and agree to be bound by the Rules and Regulations dated 14/11/24 or any subsequent updated versions, which form part of this agreement. A copy can be found on our website www.fairfields-pc.gov.uk or a hard copy requested from our office via the following email clerk@fairfields-pc.gov.uk at a cost of 10p/page.**

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| Signed (The Tenant):  |  |
| Name: |  |
| Date: |  |

Signed on behalf of Fairfields Community Council (FCC)

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| Signature (The Council): | **Vicky mote** |
| Name/Position:  | Vicky Mote (Proper Officer) |
| Date:  |  |

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| **Data protection statement**  |
| All the information collected in this agreement is necessary and relevant to the tenancy you have applied for. We will use the information provided by you in this agreement for the purposes of your tenancy only. Fairfields Community Council will treat all personal information with the utmost confidentiality and in line with current data protection legislation. For more information on how we use the data you have provided, please see our privacy notice located at the bottom of our website home page (www.fairfields-pc.gov.uk), or alternatively you can request a copy by clerk@fairfields-pc.gov.uk. |