

TENANCY AGREEMENT THE HAUGHS ALLOTMENTS

AN AGREEMENT made the first day of April 2019 between Wylam Parish Council ('the Council') and Wylam Allotment Association ('the Association')

WHEREBY

1. The Council agrees to let and the Association agrees to take for a term of three years, commencing on the first day of April 2019 the allotment gardens situated at The Haughs, Wylam ('The Allotments') at a current yearly rent of £500.00 rising to £520.00 in 2020/21 and £540.00 in 2021/22.
2. During the tenancy, the Association shall :
 - a. Keep the Allotments clean and in a good state of fertility and cultivation in accordance with Allotment Association rules.
 - b. Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotments;
 - c. Not keep livestock or poultry in the Allotments.
 - d. not assign the tenancy nor sub-let or part with the possession of any part of the Allotments;
 - e. Not erect a shed, greenhouse or other building or structure on the Allotments without first obtaining necessary permissions;
 - f. Maintain and keep in repair the internal fences and gates forming part of the Allotments;
 - i. Trim and keep in decent order all hedges forming part of the Allotments this to include the hedge to be planted along the Northern Boundary of the site.
 - g. not cut, lop or fell any tree growing on the Allotments without first obtaining the Council's written consent and if appropriate planning permission;
 - h. Undertake reasonable measures to avoid personal injury or damage to the property of any members or invited guests present within the Allotments;
 - i. Permit an inspection of the Allotments at all reasonable times by the Council;
 - j. Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotments.
3. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotments.
4. The Council shall not be liable for any damage caused to the Allotments by flooding.
5. Major capital projects including perimeter fencing and gates will be the subject of separate negotiation and agreement between the Council and the Allotment Association
6. This agreement may be terminated
 - a) By either the Council or the Association giving to the other twelve months notice in writing expiring on or before 6th April or on or after 29th September in any year.
 - b) By re-entry by the Council at any time after giving one months previous notice in writing to the Association;
 - i) If the rent or any part thereof is in arrear for not less than thirty days whether legally demanded or not, or
 - ii) If it appears to the Council that the Association or any member thereof not less than three months after the commencement of the Agreement has not duly observed the conditions contained therein or,
 - iii) If the Association goes is dissolved.

7. Any notice required to be given by the Council to the Association may be given by sending it by Recorded Delivery Service addressed to the Association via the Chair, or whoever is acting Chair at the time of the notice. Any notice required to be given by the Association to the Council shall be sufficiently given if signed by the Chair and the Secretary of the Association and sent to the Clerk of the Council.

SIGNED by
(On behalf of the Wylam Allotment Association)

and

.....Clerk Wylam Parish Council
(On behalf of the Parish Council)

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