

**CHURCHTOWN ALLOTMENTS BY
SALTASH TOWN COUNCIL**

An AGREEMENT made the day of September Two thousand and
BETWEEN SALTASH TOWN COUNCIL (hereinafter called "the Council") by the hand
of Ray Lane, its Clerk and duly authorised Agent of the one part and of

(hereinafter called "the Tenant") of the other part.

WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the first day of January Two thousand and eighteen each year the allotment gardens numbered **Ch.** on the Council's allotment site off Churchtown Cemetery at an annual rental as determined by the Council on first January each year.

2. The Tenants hereby agree with the Council as follows:-

(1) To pay the prescribed rental in advance without deduction by first January in each year.

(2) To use the land as allotment gardens and for no other purpose and in particular not to keep any animals or birds thereon so as to be prejudicial to health or a nuisance.

(3) Allotment holders are to use their best endeavours to keep the allotment gardens free from weeds and well manured and otherwise maintain them in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds and to keep any of the said pathways or tracks sufficiently clear to permit access to the allotment gardens whilst pushing a wheelbarrow.

(4) Not to cause or permit any nuisance or annoyance to the occupiers of any adjoining or neighbouring land of the Council or obstruct or encroach on any path or roadway set out by the Council for the use of the tenants of the allotment gardens.

(5) Not to under let assign or part with the possession of the allotment gardens or any part of them without the written consent of the Council.

(6) Not without the written consent of the Council to cut or prune any timber or other trees or take or carry away any mineral gravel sand earth or clay.

(7) To keep any hedge that forms part of the allotment gardens properly cut and trimmed, all ditches properly cleansed and to use their best endeavours to protect any hedge, fence or gate and any noticeboard which has been or may be at any time erected by the Council upon the allotment garden.

(8) Not to erect any building on the allotment gardens unless it lies strictly within the planning conditions laid out by Cornwall Council and the specification of conformity as determined by Saltash Town Council.

- (9) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
- (10) No corrugated iron or asbestos sheets of any nature to be used or brought on to the site.
- (11) Not without the written consent of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- (12) Not to deposit or allow other persons to deposit on the allotment gardens any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges or ditches situate in or surrounding the allotment gardens or adjoining land.
- (13) Not to bring any dog into the cemetery and allotment gardens.
- (14) Not to keep animals or any livestock of any kind upon the allotment.
- (15) Not to erect any notice or advertisement on the allotment gardens without the consent of the Council.
- (16) To permit any officer or Agent of the Council or the District Council to enter and inspect the allotment gardens.
- (17) To indemnify and keep indemnified the Council from and against any liability in respect of any action, claim, demands, costs and any liability whatsoever by reason of or arising from the act of neglect or default of the tenant including failure to comply with their obligations under the tenancy agreement.

A TENANCY may be terminated in any of the following manners:-

1. By re-entry by the Council at any time giving three months previous notice in writing to the Tenant on account of the allotment gardens being required (e.g. grave space required).
 - (i) For any purpose for which it has been appropriated under any statutory provision.
 - (ii) For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
2. By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
 - (i) If the rent or any part thereof is in arrear for not less than 40 days.
 - (ii) If it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant herein contained provided that if such breach be of the conditions or rules affecting the cultivation of the land at least three months have elapsed since the commencement of the tenancy.

Deposit:

The tenant will pay a nominal deposit of £50 at the time of signing this agreement. This will be refunded to the tenant provided the allotment plot is left in a clean and tidy condition on termination of this contract.

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

Signed
Mr. Ray Lane, Town Clerk

Signed
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I have read the terms and conditions and I agree to rent an allotment at an annual rental as determined by the Council on 1st January each year.

Date

Signed

Address
.....

Telephone No.

E-mail address: