

Old Way Allotments, Framlingham

Tenancy Agreement

THIS agreement is made on [Date:], between

JC Larter & Co farming partnership (the Landlord) and

[Name:] of

[Address:]

[Email:] (the Tenant) by which it is agreed that:

1. The Landlord shall let to the Tenant for them to hold as tenant from year to year the Allotment Garden numbered [] on the allotment map.
2. The Tenant shall pay a yearly rent in advance at the prevailing rate. After commencement of the tenancy a reminder will be sent in Feb in each year and each annual payment will be due by 1 Mar. Half the annual rent will be payable for a tenancy starting after 1 Sep but before 1 Mar.
3. The Tenant may terminate this agreement by serving on the Landlord not less than one month's written notice to quit expiring before 1 Mar or before 1 Sep in any year.
The allotment should be returned in good order, with all belongings and rubbish removed.
4. The Tenant shall during the tenancy carry out the following obligations:
 - a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated;
 - b) No non-organic pesticides shall be used on the Allotment Garden;
 - c) No nuisance or annoyance shall be caused by the Tenant to any other person in the neighbourhood of the Allotments;
 - d) No livestock or poultry shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits (prior approval required);
 - e) A Tenant may bring a well-behaved dog onto the allotment only if on a lead, and only if they pick up any mess;
 - f) The water supply provided shall not be used to directly water an Allotment Garden by hose, although a hose may be used to top up a Tenant's water butt;
 - g) The Tenant shall not erect any shed, greenhouse, fence or other permanent structure or plant a tree (other than on dwarf stock) on their Allotment Garden without first obtaining the written consent of the Landlord regarding positioning, in order to protect the interests of other tenants;
 - h) The tenant shall maintain in decent order all fences and ditches bordering their Allotment Garden and shall keep trim and in decent tidy order all hedges forming any boundary of their Allotment Garden;
 - i) The tenant shall not without first obtaining the written consent of the Landlord cut, lop or fell any tree growing on the Allotments or on neighbouring land;
 - j) The Allotment Garden shall be used by the Tenant mainly for the cultivation of fruit, vegetables and flowers for consumption by themselves or their family;

- k) The tenant shall permit inspection of the Allotment Garden by the Landlord at all reasonable times;
 - l) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens;
 - m) The Tenant shall dispose of waste from their Allotment Garden by composting, burning or removal into their own household waste collection;
 - n) Small bonfires are permitted but must be contained and supervised at all times and only dry natural materials may be burned;
 - o) Children must be supervised at all times.
5. If the Tenant shall have been in breach of any of the foregoing provisions of the Agreement for a period of one month or longer, the Landlord may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to an end but without prejudice to any right of the Landlord to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
6. The Tenant gives permission for the Landlord to share their name with other plot-holders on a plan of the allotments and to pass their contact information to the Old Way Allotment Association, which also requires all tenants to pay a small annual subscription and a deposit.
7. The Landlord shall maintain all boundary fences, maintain the water supply and pay all rates, taxes, dues or other assessments which may be levied or charged upon the Allotment Garden.
8. The Landlord may terminate this agreement by serving on the Tenant not less than 12 month's written notice to quit expiring between 29 Sep and 6 Apr in any year.
9. On the termination of this tenancy by either party the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950. But if the Tenant shall have been paid or promised any compensation by any incoming Tenant of the Allotment Garden (e.g. for harvesting their produce) the Tenant shall, before claiming any compensation from the Landlord, give notice in writing of any such compensation that has been paid or promised.
10. Any notice required by this Agreement to be given to the Landlord shall be emailed, delivered to or sent by post to the address below and any notice to be given to the tenant shall be treated as sufficiently served if emailed, left at or delivered by recorded delivery post at the address at the head of this Agreement.

For JC Larter & Co

Tenant

[Partner's signature]

[Signature]

Please sign two copies, retain one and return the other to:

JC Larter & Co
Home Farm, Parham, Woodbridge, Suffolk IP13 9NW
E: steve-lyn-bob@homefarmparham.co.uk
T: 01728 723601; M: 07770 315714
Partners: R.J.Briscoe, L.A.Gooch, L.J.Briscoe, J Briscoe, S Smart, J.F.Briscoe