

**THIS PLOT HOLDER AGREEMENT is made this Date**

**BETWEEN THE KNUTSFORD ALLOTMENT SOCIETY**

(THEREINAFTER CALLED "the Society") of the one part and

**Name** (Hereinafter called "the tenant

WHEREAS by an agreement made 1st August 2015 between Knutsford Town Council (hereinafter called "The Council" of the one part and the Society of the other part, the Council agreed to allow the Society to let and managed the allotment gardens therein referred to upon the terms and conditions therein mentioned.

WHEREAS the Society agrees to let and the Tenant agrees to take on a tenancy from the date of this agreement the allotment garden plot numbered Plot on the site and containing approximately sq. metres This year's rent will be in the region of £24 and subject to the terms and conditions hereinafter specified.

**1. THE TENANT hereby agrees with the Society as follows:**

- (a) to pay the rent in advance upon demand or by arrangement by **1st October** each year
- (b) to use the allotment garden as an allotment garden and for no other purpose
- (c) to keep the allotment garden, reasonably free from weeds and well fertilized and otherwise in a good state of cultivation and to keep any access path included therein or abutting thereon reasonably free from weeds and maintained in good condition with a minimum of 60% (sixty percent) of the allotment garden used for the cultivation of food crops
- (d) not cause or permit any nuisance or annoyance to the Council, Society or the occupier of any allotment garden or any other adjoining owner or occupier
- (e) to keep that part of any hedge forming the boundary or adjacent to the allotment garden properly cut and trimmed and to keep all verges and paths so far as the same abut on the allotment garden properly cut and reasonably free from weeds
- (f) not to underlet assign or part with the possession of the allotment garden or any part of it
- (g) not to use barbed wire for a fence adjoining any path set out for the use of occupiers of the allotment gardens
- (h) not to sell or carry away any mineral, gravel, sand, clay or earth
- (i) Any buildings, structures, greenhouses or other constructions should be in keeping with the allotment and of reasonable size. If in doubt please discuss with the site rep. You should not put any advertisements on any part of the allotment garden
- (j) not to permit any dog on the allotment garden site unless under proper and adequate control nor to keep without the written consent of the Society any animals or livestock of any kind except hens or rabbits to the extent permitted by Section 12 of The Allotments Act 1950. Bees may be kept in accordance with BBKA guidance In the event of the tenant wishing to keep hens, bees or rabbits on any part of said allotment garden, the tenant shall notify the Society to this effect in writing.
- (k) that the Society shall have the right to refuse admittance to any person other than the Tenant or a member of his or her family to the allotment garden unless accompanied by the Tenant or a member of his or her family
- (l) that any case of dispute between the Tenant and any other occupier of an allotment garden shall be referred to the Society whose decision shall be final
- (m) to inform the Society forthwith of any change of his or her address or of any proposed surrender by him or her of this tenancy consequent upon or prior to his or her vacation of the allotment garden tenanted by him or her not to use the allotment garden for any trade or business activity
- (n) not to use or permit the use of hose pipes or water sprinklers to an extent considered excessive by the Society provided the Society shall first notify the tenant of such excessive use
- (o) to permit any agent or officer of the Council or the Society at any time when directed by the Council or Society to enter and inspect the allotment garden

- (p) to observe and perform any other special condition which the Society consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant

**2. The Tenancy shall terminate as follows:**

- (a) On the 1<sup>st</sup> October next after the death of the Tenant
- (b) After one months notice by the Society if:
  - (i) the rent is in arrears for more than one month or
  - (ii) the Tenant is not duly observing or performing the conditions of tenancy
- (c) By re-entry by the Council or the Society at any time after giving three months previous notice in writing to the Tenant on account of the allotment gardens being required:
  - (a) for any purpose for which the said land has been acquired or appropriated under any statutory provisions or
  - (b) for building mining or other industrial purpose or for roads or sewers necessary in connection with any of those purposes
  - (c) By either party giving to the other twelve months previous notice in writing
  - (d) For any provision as required under the Town Council's lease of the land from Cheshire East Council

- 3. **The RENT** payable hereunder may be revised with effect from the next yearly rent day by service by the Society on the Tenant of notice in writing at least one month before such date of review whereupon the Tenant shall if required by the Society sign a revised form of agreement in relation to such reviewed rent.

- 4. **ANY NOTICE** required to be given to the Tenant by the Society shall be validly served if signed by any duly authorised officer of the Society and may be served on the Tenant either personally or by leaving it at his or her last known place of abode or by fixing the same in some conspicuous manner on the allotment garden comprised herein and any notice required to be given by the Tenant to the Society shall be sufficiently given if signed by the Tenant and sent by prepaid post to the Secretary of the Society.

**SIGNED** by the Tenant

Date: