

COTHERSTONE PARISH COUNCIL.

This agreement is made the first day of 2014 between Cotherstone Parish Council in the County of Durham (hereinafter called "the council" of the one part and

(hereinafter called "the Tenant") of the other part, WHEREBY the Council agree to let and the Tenant agrees to take from the first day of January ----- the allotment plot numbered ---- a yearly tenancy at a rent of ---per year payable in advance on the first day of January in each year.

**The tenancy will be first consideration to parishioners. This is a new amendment
12th September 2007.**

The Tenant agrees with the Council as follows:

1. To pay the rent hereby reserved without deduction otherwise than allowed by statute on the 1st day of January each year.
2. To use the allotment plot as an allotment garden and for no other purpose.
3. To keep the allotment plot clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon (or in the case of any pathway or cart track abutting on the allotment plot or and any other allotment plot or plots the half width thereof) reasonably free from weeds.
4. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment plot or obstruct or encroach on any or roadway set out by the Council for the use of the occupiers of the allotment plots.
5. Not to underlet, assign or part with the possession of the allotment plot or of any part of it.
6. Not without the written consent of the council to cut or prune any timber or other trees, take, sell or carry away any mineral, gravel, earth or clay.
7. To keep every hedge that forms part of the allotment plot properly cut and trimmed, all ditches properly cleansed and maintained and keep in repair any fences and any gates on the allotment plot.
8. Not without the written consent of the council to erect any building on the allotment plot provided that consent shall not reasonably be withheld to the erection of a garden shed or greenhouse if the same shall be of reasonable dimensions.
9. Not to use barbed wire for a fence adjoining any path set out by the council for the use of occupiers of the allotments.
10. Not to deposit or allow other persons to deposit on the allotment plot any refuse or any decaying matter, (except manure and compost in such quantities as may reasonably required for use in cultivation) or place any matter in the hedges, ditches or dykes in the allotment field of which the allotment plot forms part or in the adjoining land.
11. Not to bring or cause to be brought into the allotment field of which the allotment plot forms part, any dog, unless the dog is held on a leash.
12. Not without written permission from the council, to keep any animals or livestock of any kind upon the allotment plot.
13. Not to erect any notices or advertisements on the allotment plot.

14. That the council shall have the right to refuse admittance to any person other than the tenant, or member of his family to the allotment plot, unless accompanied by the tenant or a member of his family.

15. That any case of dispute between the tenant and any other occupier of an allotment plot in the allotment field shall be referred to the council whose decision is final.

16. That the tenant shall inform the council forthwith of any change of his address.

17. that the tenant shall yield up the allotment plot at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreement herein contained.

18. That any officer of the council shall be entitled at any time when so directed by the council to enter and inspect the allotment plot.

19. That the tenant shall observe and perform any other special condition which the council consider necessary to preserve the allotment plot from deterioration and of which notice shall be given to the tenant in accordance with clause 3 of this agreement.

20. Poly Tunnels -it was agreed that given permission these can be placed on plots.

12ft x 14ft, maximum as a guide line-all tenants must dismantle/remove and leave the plot in a good condition. Agreed at the Parish Meeting 14th October 2009. minuted signed 10th November 09.

This tenancy shall determine on a yearly rent day next after death of the tenant.

This tenancy may also be determined in any of the following manners:

1. By either party giving to the other twelve months previous notice, in writing, expiring on or before the first day January, or, on or after the twenty ninth day September in any year.

2. by re-entry by the council at any time after giving one months previous notice in writing to the tenant:

a. if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or

b. if it appears to the council that there is been a breach of the conditions and agreements on the part of the tenant herein contained and provide that if such breach be of the conditions or rules affecting the cultivation of the allotments at least three months have elapsed since the commencement of the tenancy, or

c. if the tenant shall become bankrupt or compound with his creditors.

Any notice required to be given by the council to the tenant may be signed on behalf of the council by the clerk for the time being and may be served on the tenant personally or by leaving it at his last known place of abode or by letter sent by the recorded delivery service addresses to him there or by fixing the same in some conspicuous manner on the allotment plot. Any notice required to be given by the tenant to the council shall be sufficiently given if signed by the tenant and sent in a pre paid post letter to the clerk at the councils address.

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

