

DATED

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THE COUNCIL OF THE BOROUGH OF  
HARROGATE

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AND

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# Agreement

of Tenancy of Allotment at

**Allotments**

PLOT NO.

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DIRECTOR OF COMMUNITY  
HARROGATE BOROUGH COUNCIL

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## YOUR ATTENTION IS DRAWN TO CLAUSE NO 8

# Agreement

**Dated:**

**Between:**

1. The Council of the Borough of Harrogate (“the Council”) and
2. (“the Tenant”) of the other part

Whereby the Council agree to rent and the Tenant agrees to take the plot of ground (hereinafter called “the Allotment”) situated at Allotments which on the plan deposited at Claro Road Depot, Harrogate, HG1 4AT is distinguished by the number on a yearly tenancy from the **1<sup>st</sup> day of April** until terminated as hereinafter provided subject to the following terms and conditions:

1. (a) The Tenant shall pay to the Council in advance on the First day of April in each year and proportionately for any part of a year the rent of £ per annum, the first payment to be made on the signing of this Agreement by the Tenant, and all future payments to be made at the Office of the Director of Financial Services for the time being of the Council, such rent to be inclusive of Water Charges at the rate of £ per annum. You will be sent an invoice in due course.  
  
(b) The said rent may be increased by the Council giving to the tenant not less than twelve (12) months’ Notice of Increase of Rent in writing without the tenancy of the allotment being terminated, and within that period the tenant shall indicate in writing to the Council whether he is agreeable to such increase and whether he wishes to continue as tenant.  
  
(c) In the event of the tenant not agreeing to the said increase the said Notice of Increase of Rent shall be treated as a valid Notice to Quit the tenancy taking effect on the same date as the proposed increase in rent.
2. The Tenant shall keep the Allotment clean and in good state of cultivation and fertility and in good condition.
3. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment or obstruct any path set out by the Council for the use of the occupiers of the Allotment.
4. The Tenant shall not underlet, assign or part with the possession of the Allotment of any part thereof without the prior written consent of the Director of Community Services of the Council for the time being (hereinafter called “the Director”).
5. The Tenant shall not without the prior written consent of the Director, cut or prune any timber or other trees or take sell or carry away any mineral and or clay.
6. The Tenant shall keep every hedge that forms part of the boundary of his Allotment properly cut and trimmed; keep all ditches properly cleansed; and

maintain and keep in repair any other fences and any other gates or shed on his Allotment.

7. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment.
8. The Tenant shall not without the prior written consent of the Director erect any building or structure on the Allotment and such consent being obtained the building or structure shall be placed only in a position approved by the Director.
9. The Tenant shall not keep pigeons, poultry, pigs or any other animal on the said Allotment. Should this occur, the tenant will have their tenancy terminated with immediate effect. The Tenant shall not bring a dog on to any Allotment unless the same is at all times kept on a lead.
10. The Tenant shall use the Allotment for gardening purposes only and shall not without the prior written consent of the Director use the Allotment or any part of it to buy and sell garden produce to carry on a trade or business or to store any article not normally used in husbandry.
11. The decision of the Director shall be final in any dispute between the Tenant and the Council arising from this Agreement or from the occupation by the Tenant of the Allotment.
12. The Tenant shall, as regards the Allotment, observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
13. Any Member or Officer of the Council shall be entitled at any time when directed by the Council, to enter and inspect the Allotment.
14. The Tenancy of the Allotment shall terminate on the yearly Rent Day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:-
  - (i) If the rent is in arrears for more than 40 days  
OR
  - (ii) If the Tenant is not duly observing the conditions of his tenancy  
OR
  - (iii) If he becomes bankrupt or compounds with his creditors.

The Tenancy may also be determined by the Council or the Tenant by twelve months' in writing.

15. The Tenant shall not at the termination of his tenancy nor at any other time be entitled to claim any compensation except such as shall be allowed under the provisions of the Allotments Act, 1992, and the Allotments Act, 1950 or any statutory modification thereof.
16. Any Notice may be served on a Tenant either personally or by leaving it at his last-known place of abode or by letter addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

This Agreement has been entered into on the date stated at the beginning of it

Signed by: \_\_\_\_\_

(Name of signatory): \_\_\_\_\_

on behalf of the Council

Signed by the Tenant: \_\_\_\_\_

in the presence of:  
(The witness should not be a close relative or a council employee)

Signature of Witness: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

PLEASE READ "YOUR NOTES FOR GUIDANCE" – ON THE BACK OF THIS  
AGREEMENT

## COUNCIL OF THE BOROUGH OF HARROGATE

### BUILDINGS ON ALLOTMENTS

#### Notes for the guidance of Allotment Holders

The attention of allotment holders is drawn to Clause 8 of their Tenancy Agreements which provides:

8. The Tenant shall not without the prior written consent of the Director erect any building or structure on the Allotment and such consent being obtained the building or structure shall be placed only in a position approved by the Director.

**Tenants should not purchase or erect any building on any allotment until they have received the consent of the Council to its construction, and any allotment holder who erects a building without such consent may be called upon to remove the building and may also have his Tenancy Agreement terminated forthwith for committing a breach of his tenancy.**

APPLICATIONS FOR PERMISSION TO ERECT BUILDINGS MUST BE MADE IN WRITING TO THE DIRECTOR OF COMMUNITY SERVICES, ACCOMPANIED BY A PLAN OF THE PROPOSED BUILDING, TOGETHER WITH DETAILS OF THE MATERIALS TO BE USED IN THE CONSTRUCTION OF THE PROPOSED BUILDING.

The only buildings in respect of which the Council are prepared to grant consent are combined greenhouses and garden huts, greenhouses and garden huts.

Tenants who wish to erect fences must also obtain the consent of the Council, and should address their applications to the Director of Community, accompanying them with a plan showing the type of fence which they propose to erect, and indicating the materials which they propose to use.

The general requirements of the Council are, for the guidance of allotment holders set out hereunder:-

- (1) Buildings shall only be used for the purposes for which they are approved, viz, greenhouses shall only be used as such, garden huts shall only be used for the storage of gardening tools and materials.
- (2) Buildings shall only be erected in positions approved by the Council.
- (3) Buildings shall be maintained in good condition and painted when required to the satisfaction of the Council.
- (4) No allotment holder shall be permitted to erect more than two buildings on any plot, and in any event at least two thirds of the plot must be properly cultivated.
- (5) Tenants shall remove all buildings within one calendar month of the service on them of a notice in writing by the Council requiring them to do so.

(6) COMBINED GREENHOUSES AND GARDEN HUTS

Combined greenhouses and garden huts shall be of the ridge type with a maximum size of 16ft x 8ft, the greenhouse portion being 12ft x 8ft and the hut portion an extension of 4ft, and the greenhouse portion shall be painted green on the base and white on the supports holding the glass, and the garden hut shall be painted green.

(7) GREENHOUSES

Greenhouses shall be of the ridge type with a maximum size of 12ft x 8ft, and shall be painted green on the base and white on the supports holding the glass.

(8) GARDEN HUTS

Garden huts shall be of the ridge type constructed of suitable materials, with a maximum size of 6ft x 4ft, and shall be painted with a green preservative.