

**TORFAEN
COUNTY
BOROUGH**



**BWRDEISTREF
SIROL
TORFAEN**

Allotment Tenancy Agreement

**Torfaen County Borough Council Allotment Sites
Tenancy Agreement - Allotment Acts 1908 - 1950**

THIS AGREEMENT made this day of 20.... between
 (hereinafter called "The Association")
 of the one part and
 of

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

WHEREBY the Association agrees to let and the Tenant agrees to take on a yearly tenancy from
20.... Allotment **No.** of the Allotment Garden(s) known as:-
 containing square
 metres or thereabouts (hereinafter called "the Plot") at the yearly rental as determined by the
 Council payable yearly (and at the proportionate rent for any part of a year over which the
 tenancy may extend) and subject to the exceptions, reservations and provisions contained in the
 Devolved Management Agreement dated 04 April 2012 between Torfaen County Borough
 Council ("the Council") and the Association ("the Agreement") under which the Association hold
 the land on which the Allotment is situated.

THE TENANCY is subject to additional rules of the Association and Site Committee and also
 subject to the following conditions:-

1. The rent shall be paid by the 31st day of October each year ("the yearly rent day").
2. The Tenant shall use the Allotment Garden(s) only for the purposes of a garden allotment
 and shall keep the Allotment Garden(s) clean, in a good state of cultivation and fertility, free
 of weeds and in good condition.
3. The Tenant shall not cause any nuisance or annoyance by words or conduct or in any other
 way to the occupier of any other Allotment Garden or obstruct any path set out for the use of
 the occupiers of the Allotment Gardens.
4. The Tenant shall not sublet, assign or part with or share the possession of the Allotment
 Garden(s) or any part thereof and cannot hand down their plot to anyone not named on the
 tenancy agreement.
5. The Tenant shall not without the written consent of the Council and Association, cut or prune
 any timber or other trees, or take, sell or carry away any mineral, sand or clay within any
 allotment.
6. The Tenant shall keep every hedge (if any) that forms part of the boundary of his/her
 Allotment Garden(s) properly cut and trimmed; keep all ditches properly cleansed; maintain
 and keep in repair any other fences and any other gates or sheds on his/her Allotment
 Garden(s).
7. The Tenant shall not use any barbed wire for a fence adjoining any path set out for the use of
 the occupiers of the Allotment Garden(s).

8. The Tenant shall not without the written consent of the Council or Association erect any building on the Allotment Garden(s). Any such building must be of commercial construction or similar and will blend in with the local environment and conform to the agreed dimension in the Site Secretary's Handbook.
9. The Tenant shall, as regards the Allotment Garden(s) observe and perform all conditions and covenants contained in the Agreement under which the Association hold the land.
10. Any Member or Officer of the Association or Officer from the Council shall be entitled at any time to enter and inspect the Allotment Garden(s) without notification.
- 11 This Tenancy may be terminated as follows:
 - 11.1 by the Association or the Tenant giving to the other party not less than twelve months' notice in writing expiring on a date between 30th September and 5th April.
 - 11.2 on the next yearly rent day which falls after the death of the Tenant
 - 11.3 whenever the tenancy or right of occupation of the Association under the Agreement terminates.
 - 11.4 By the Association by re-entry after 28 day's notice to the Tenant for any of the following reasons:-
 - (a) If the rent is in arrears for more than 40 days
 - (b) If the Tenant is not duly observing or complying with the conditions of this tenancy.
 - (c) If the Tenant becomes bankrupt or compounds with his creditors.
 - (d) If the Tenant uses a hosepipe for any purpose other than the filling of water butts.
 - (e) If the Tenant uses a fire arm on site.
 - (f) If the Tenant acts in a threatening manner towards anyone on site.
12. The Tenant shall not keep any Cockerels or Pigeons on the Plot.
13. The Tenant shall not without the written consent of both the Site Committee and the Association keep or allow any livestock on the plot.
14. Dogs are permitted on site but must not cause any nuisance or be allowed to run around and must be kept on a lead at all times. The dog owner/keeper or (if different) the Tenant who has brought or allowed the dog onto the Plot or Allotment garden(s) will be responsible for the removal and disposal off site of any fouling.
15. The Tenant shall at all times comply with all legislation, regulations, byelaws (if any) and other legal requirements applicable to the Tenant's use of the Allotment Garden(s) and Plot including their duty of care under Health and Safety legislation or regulations.

SIGNED by the Tenant

Date

in the presence of:-

1st Witness signature:

Print Name:

Position held:

2nd Witness signature:

Print Name:

Position held:

SIGNED on behalf of the Association by:

.....Association Chairman (or other appropriate officer)

.....Association Secretary (or other appropriate officer)

Email address (optional)

.....

Would you like to receive information via email
Applicable to Cwmbran & South.

Yes

No