

**WHEREBY IT IS AGREED** as follows:

1. The Council let and the Cultivator takes as from the above-mentioned date all that above detailed plot of ground being part of the allotment land maintained by the Council for use as an allotment garden and for no other purpose.
2. The Cultivator shall pay the Council for the use of the said plot an annual rent of an amount determined by the Town Council and payable in the manner following, namely:
  - a. On the signing hereof, a proportionate part of such annual rent calculated from the date hereof up to the last day of March.
  - b. Thenceforth during the continuance of the said tenancy by yearly payments in advance on the first day of April each year.
3. The Cultivator agrees with the Council:
  - a. To pay the said rent at the time and in the manner aforesaid clear of all deductions.
  - b. That rent may be increased at any time as determined by the Council provided the Council takes reasonable steps to give notice by way of signs on gates, e-mail or post correspondence, or by newsletters, etc. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.
  - c. To use the said plot as an allotment garden and for no other purpose.
  - d. To keep the said plot clean, free from weeds and in a good state of cultivation and fertility and to keep adjoining footways trimmed and plot numbers clearly marked.
  - e. To permit any duly authorised officer of the Council at any time to enter and inspect the said plot, or any structures on the said plot.
  - f. Not to assign, underlet or part with the possession of the said plot or any part thereof without written consent of the Council.
  - g. Not to cause any nuisance or annoyance to the Cultivator of any adjoining land nor obstruct any path set out by the Council for the use of Cultivators of any adjoining land.
  - h. Not to keep on the said plot any livestock.
  - i. Not to erect any building or structure on the said plot without the previous consent of the Council.
  - j. Not to allow any vehicle, caravan or mobile home on to the said plot.
  - k. Should the Council be required to remove any material, buildings or vehicle from the said plot in order to return the ground to a reasonable state of cultivation, then the Council may carry out this work and recover the costs from the Cultivator.
  - l. Not to deposit or allow other persons to deposit on the said plot any earth, road sweeping refuse or other materials except only manure in quantities such as may reasonably be required for immediate use in cultivation.
  - m. Not to use barbed wire for a fence adjoining any path set out by the Council for the use of cultivators of any adjoining land.
  - n. To ensure that the area around the water standpipes is left clean and free from refuse, after use.
  - o. To ensure that dogs are kept under control at all times whilst at the allotment site.
  - p. To observe and perform all rules and regulations relating to allotment gardens which may at any time be made by the Council and of which he/she may be notified.
  - q. The use of herbicides is prohibited.
  - r. That the Town Council will not be responsible for loss or damage to any gardening equipment or sheds owned/used by the Cultivator at the Gravits Lane/Sandringham Way sites.
  - s. That the Council has the right to refuse admission to the allotment site to any person other than the Tenant or his/her immediate family.
  - t. Not to remove or encroach upon any path set out by the Council without the previous written consent of the Council.
  - u. To ensure that smoke from bonfires does not cause a statutory nuisance nor interfere with peoples use and enjoyment of neighbouring properties.
  - v. To burn only dry materials to create a quick hot fire.
  - w. Not to burn household rubbish or plastics.
  - x. Not to bring, or keep on said plot, any firearms, imitation firearms, or any other offensive weapon (such as knives, air rifles, air guns, catapults) and not to discharge firearms or use any weapons on the allotment site, as they may be liable to prosecution. This is applicable to tenants, or people associated with said tenants.
  - y. Not to cause damage to the Town Council's boundary fences, hedges, paths, taps and other people's property at the allotment site. Those causing damage may be liable to prosecution and would be responsible for the cost of repairs and/or replacement of damaged items. This is applicable to tenants, or people associated with said tenants.
  - z. Tenants permitting the growth of any plant species as prescribed in the Weeds Act (1959), Schedule 9 of the Wildlife and Countryside Act (1981), and/or The Invasive Alien Species Regulation (Regulation (EU) 1143/2014), unless extenuating circumstances can be identified, or the growth of illegal substances (cannabis, etc.) will receive a Notice to Quit after due consideration.
4. The tenancy hereby created shall continue until determined in any of the following ways:
  - a. By death of the Cultivator.
  - b. By re-entry by the Council at any time after giving three calendar months previous notice in writing to the Cultivator on account of the plot being required:
    - i. For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
    - ii. For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

- c. By re-entry by the Council at any time:
    - i. If rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
    - ii. If it appears to the Council that there has been any breach of the conditions and agreements on the part of the Cultivator herein contained and, provided that if such breach be of the conditions or rules affecting the cultivation of the plot, at least three months have elapsed since the commencement of the tenancy; but the Cultivator shall not be entitled to a refund of any part of the rent paid by him/her or
    - iii. If the Cultivator shall become bankrupt or compound with his/her creditors.
  - d. By the Cultivator giving to the Council one calendar month's notice in writing expiring at any time, but the Cultivator shall not be entitled to a refund of any part of the rent paid by him/her.
5. Any notice given by the Council under this agreement may be served on the Cultivator either personally or leaving the same at his/her last known place of abode, or by recorded delivery letter addressed to him/her there, or by fixing the same in some conspicuous manner on the said plot.
  6. The Cultivator shall, on determination of the tenancy, be entitled to compensation only in the event and to the extent prescribed by Section 2 sub-sections 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950, but not further or otherwise.
  7. The Council shall on termination of the tenancy be entitled to recover compensation from the Cultivator by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Cultivator to maintain the land clean and in good state of cultivation and fertility.
  8. The Allotment Information Leaflet, together with this Tenancy Agreement, forms the contract between the Cultivator and Bognor Regis Town Council. Failure by the Cultivator to comply with the conditions of the Allotment Information Leaflet shall constitute a breach of the Tenancy Agreement and may result in the tenancy being terminated.
  9. Behaviour directed towards Council Officers, Elected Members or other Plot Holders that is considered contrary to the Town Council's Bullying & Harassment Statement will not be tolerated and will result in a Notice to Quit after due consideration.

***I agree that I have read and understand Bognor Regis Town Council's Privacy Notice. I agree by signing below that the Council may process my personal information for statutory purposes, providing information and corresponding with me. I have the right to request modification on the information that you keep on record.***