



**National Society of
Allotment & Leisure
Gardeners Limited**

PROTECT PROMOTE PRESERVE

Model Tenancy Agreement

**For use as between a Landowner and an Individual Tenant
for Allotment Gardens**

**An Agreement made this day of
in the year 200**

Between

(Hereinafter, "the Landowner") of the one part; and

.....of

(hereinafter, "the Tenant") of the other part

**WHEREAS the Landowner agrees to lease, and the Tenant agrees to take on a yearly tenancy
from the**

day of

in the year 200

that land known as

hatched in [specify colour]

on the map */diagram* annexed to this Agreement

**provided by the Landowner and comprised of or thereabouts (and subject to
any exceptions and reservations contained in any Lease under which the Landowner might
hold said land *)**

**at the yearly rental of £ payable (half *) yearly and at a proportionate rent for any
part of a year over which the Tenancy may extend.**

This Agreement is subject to the Allotments Acts 1908-1950; to any Regulations indorsed to or on this Agreement; and to the following Conditions:

1. The Rent shall be paid on the day of in any year.
2. The Tenant shall cause the land to be used for Allotment Gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his (her) family) and for no other purpose; any and all Tenants to keep plots clean and free from weeds and in a 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 Garden, or obstruct any path set out by the Landowner for the use of occupiers of the Allotment Gardens.
4. It shall be a condition of an Allotment letting agreement that Tenants shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Landowner who, for the purpose of this Agreement is, and shall remain, the Landlord Paramount.
5. The Tenant shall not, without express written consent of the Landlord Paramount, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
6. The Tenant shall not keep any livestock on the allotment except that permitted under Statute (s. 12 Allotments Act 1950 – domestic chickens, and/or Rabbits) without the prior express written consent of the Landlord Paramount.
7. The Tenant shall keep every hedge which forms part of the boundary of Allotment Gardens properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds on Allotment Gardens.
8. The Tenant shall not use any barbed wire or razor wire for a fence adjoining any path set out by the Landowner for the use of the occupiers of the Allotment Gardens.
9. The Tenant shall not, without express written consent of the Landlord Paramount, erect any building on the Allotment Garden, except buildings erected pursuant to **section 12 Allotments Act 1950**; and shall be responsible for removal of any building on or before expiry of the Tenancy.
10. As regards the Allotment Gardens: the Tenant shall observe and carry out any and all conditions and covenants contained in the Lease; and any and all conditions which bind the Landowner and contained in the Head Lease.
11. The Tenancy of the Allotment Garden shall terminate whenever any Tenancy or Right of Occupation of the Landowner shall terminate.

It may also be terminated by the Landlord Paramount by re-entry on to the land after one months notice:

- 11.1 if the Rent is in arrears for not fewer than 40 days ; **or**
- 11.1.1 where the Tenant is not duly observing and/or carrying out the terms of the Tenancy ; **or**
- 11.2 where the Tenant becomes bankrupt or compounds with creditors.

The Tenancy may also be terminated by the Landowner, or by the Tenant, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25th** (Lady Day) or not earlier than **September 29th** (Michaelmas) in any year. By virtue of **section 1 (1) (e) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

- 12. The Tenant shall pay the Stamp Duty on this Agreement. Stamp Duty is not payable unless the Agreement is for longer than 7 years and exceeds £100.
- 13. Rates in respect of the Allotment Gardens shall be paid by

Signed

Landowner (Landlord Paramount)

Witness

Signed

Tenant

Witness