

AN AGREEMENT made this (date)

BETWEEN LLANHARRY COMMUNITY COUNCIL (hereinafter called 'the Council')
of the one part, and

(hereinafter call 'the Tenant') of the other part, WHEREBY

1. The Council agrees to let and the Tenant agrees to hire as a yearly tenant from the (date) _____ Allotment Garden Plot No. _____ at Fforest Road/Laureldene Llanharry (please delete as necessary) at a yearly rental of £ 16.00 per plot, payable annually, and subject to annual review.
2. The Tenancy is subject to the Allotments Acts and the regulations endorsed on this Agreement and also to the following conditions: -
 - (a) The Allotments shall not be used for the purpose of any trade or business.
 - (b) The allotments shall be kept free from weeds and well manured and otherwise maintained in a proper state of cultivation and fertility and in good condition, and any pathway or cart track included therein or abutting thereon shall be kept reasonably free from weeds.
 - (c) No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council for the use of the occupiers of the allotments.
 - (d) The Tenant shall not underlet, assign, or part with the possession of the allotment garden or any part thereof, without the written consent of the Council.
 - (e) No timber or other trees upon allotments shall be cut or pruned and no mineral gravel, sand, earth or clay shall be taken or carried away there from without the consent of the Council.
 - (f) The Tenant shall keep every hedge that forms part of the allotment gardens properly cut and trimmed, keep all ditches properly cleansed.
 - (g) The Tenant shall be responsible for the complete day-to-day running of the allotment plot.
 - (h) The Council shall be responsible for the collection of individual rents from the allotment holders.
 - (i) The Council shall have authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent.
 - (j) The Tenant shall not, without the written consent of the Council, and any necessary planning approval, erect any building on the allotment garden nor allow trespass by animals/fowls etc.
 - (k) The Tenant is responsible for ensuring all water containers have tightly fitting lids.
3. Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the allotments.
4. This Agreement may be determined

(a) by either the Council or the Tenant giving to the other twelve months notice in writing.

(b) By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the land being required

(i) for any purpose (not being the use of the same for agriculture) for which they have 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 the purposes.

(c) By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenants

(i) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or

(ii) if it appears to the Council that the Tenant has not less than three months after commencement of the Agreement not duly observed the conditions contained therein.

5. Any notice required to be given by the Council to the Tenant may be given by sending by registered post or by recorded delivery a written notice by the Officer of the Council or by affixing the same in some conspicuous manner on any one of the allotments comprised in the Agreement and any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Secretary of the Allotments Association and sent by pre-paid post letter to the Officer of the Council.

Signed _____

Designation _____ (the officer appointed for this purpose)

Signed _____ Tenant

Signed _____ Witness