

This Tenancy Agreement ("Agreement") dated**202** is between:
Ewhurst and Ellens Green Parish Council c/o Rumbeams Cottage, Ewhurst Green, Near Cranleigh, GU6 7RR (the "**Council**") and

Of the "**Tenant**" by which it is agreed:

1. Definitions

In this tenancy, except where the context otherwise requires, the following terms shall have the following meanings:

- "**Allotment Gardens**" means the land at the rear of Ewhurst Infants school comprised in Title Number SY696562;
- "**Plot**" means **Allotment number** shown for identification only edged red on the plan of the Allotment Gardens attached to this agreement including all fixtures and fittings (if any) listed in the schedule attached;
- "**Rent**" means a yearly rent of; and
- "**Rules and Regulations**" means the rules and regulations applicable to all the users and occupiers of the Allotment Gardens set out in the Appendix attached and such other reasonable rules and regulations as the Council may in its reasonable discretion determine from time to time and notify in writing to the Tenant.

2. Term

- 2.1 In consideration for the Rent the Council lets the Plot to the Tenant on the terms of this Agreement for a term which shall start on **202**....
and continue until**202**.... unless terminated earlier as herein provided.
- 2.2 The tenancy created by this Agreement may be renewed for subsequent terms at the Council's discretion and subject to compliance with the terms and conditions in this Agreement.

3. Rent and Payments

- 3.1 The Tenant agrees to pay the Rent to the Council and such Rent shall be made by BACS or other bank transfer or by cheque on or before 1 October in each year, unless otherwise agreed upon in writing by both parties.
- 3.2 The first payment is made on the date of signing (and the Landlord acknowledges receipt).

4. Use of Allotment

- 4.1 The Tenant shall use the Plot for gardening and horticultural purposes, observing good horticultural practices.
- 4.2 The Tenant shall observe and perform the Rules and Regulations.

5. Alienation

- 5.1 The Tenant shall not share the use of the Plot with any third party without prior written consent from the Council.
- 5.2 The Tenant shall not assign this Agreement nor sublet or transfer the Plot or any part thereof.

6. Outgoings and Responsibilities

- 6.1 The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged on the Plot (except any which arise as a result of any act or default by the Tenant).
- 6.2 The Tenant shall be responsible for any additional maintenance and repairs to personal structures, tools, or equipment brought onto the Plot and/or for any costs or claims arising from any act or default by the Tenant.

7. Termination

- 7.1 Either party may terminate this Agreement by giving not less that twelve months' notice to the other [to expire on 6 April or 30 September in each year.
- 7.2 If the Tenant shall be in breach of any of the terms and conditions of this Agreement the Council may give notice to Tenant specifying the nature of the breach and, if such breach is capable of remedy, may require the breach to be remedied within such reasonable period as the Council may specify. The Council reserves the right to terminate this Agreement with immediate effect if the Tenant is in breach of any of the terms of this agreement and such breach is not capable of remedy or in the event of a breach capable of remedy, if the Tenant has failed to remedy the same within the reasonable period specified by the Council as provided in this Clause.
- 7.4 On the expiry of sooner termination of this Agreement the Tenant shall vacate the Plot leaving it in a good and tenantable condition, removing all items or livestock belonging to the Tenant. If the Tenant fails to comply with this Clause 7.4 the Council may itself dispose of such items and livestock and the reasonable cost thereof shall be paid by the Tenant to the Council.

8. Notices

Any notice or communication required by this Agreement shall be considered properly served if:

- 8.1 sent by electronic mail (email) to the Council at clerk@Ewhurstellensgreen-pc.gov.uk or to the Tenant at:
..... Or
- 8.2 delivered to or sent by recorded delivery post to the Council (for the attention of the clerk to the Council) or to the Tenant if left at or delivered by recorded delivery post at the addresses at the head of this Agreement.