



LEWES
TOWN
COUNCIL

Allotments Service Tenancy Agreement

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1. Introduction

Lewes Town Council is committed to prioritising environmentally friendly initiatives across its services. This includes encouraging eco-friendly practices on Council-owned Allotments.

This Tenancy Agreement forms the conditions of tenancy under which allotment plots are let. It is essential that tenants read their Agreement in full prior to signing, and at all times comply with its terms and conditions.

Council Officers will always try to focus on solutions to problems and be supportive and attempt to come to a reasonable agreement, but it must be remembered that the Council is concerned to be fair to all allotment holders, current and future, and to recognize the part this service can play in supporting well-being and addressing climate change and resilience.

The Council will be proactive in ensuring plots are actively used as allotments and that its tenants follow good practice.

2. Allotment Tenancy – Assignment of Allotments

2.1. The tenancy of an allotment is personal to the Tenant named in the agreement.

2.2. The Tenant shall use the allotment as an allotment only as defined by the Allotment Act 1922 – “An allotment not exceeding forty poles (one quarter of an acre, or slightly more than one tenth of a hectare) in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by the Tenant and his/her family”. This description remains important because it defines the permitted use of an allotment plot. Provided that it is used mainly for growing vegetables or fruit, part of the plot can be used for growing flowers or as a leisure area. Surplus produce can be shared with others; however, allotments cannot be cultivated for commercial gains: produce cannot be sold commercially. Sharing and donations to good causes is, however, permitted.

2.3. The Tenant should use the plot for no other purpose and should keep it tidy and in good condition, free from hazard and in a good state of cultivation and fertility.

2.4. This Agreement (and any changes to it) are made under Section 28 of the Small Holdings and Allotments Act 1908 (as amended), the Local Government Planning and Land Act 1980 and any other relevant legislation.

2.5. Lewes Town Council allotments are for residents of Lewes Town. It is recognised that there are a few allotment holders who have moved to neighbouring villages but are in other respects in good standing and continue to care for their plot. They will be permitted to retain their allotments until they choose to relinquish their tenancy, but all new lettings from 1st April 2021 will be restricted to Lewes residents.

2.6. Proof of the Tenants name and address must be shown as part of the application process. For the purposes of the Tenancy, residence can be demonstrated by, for instance, Council Tax bills or evidence of benefits received at the primary, local residence. If you are required to demonstrate your residence, you will need to present documentation at the Town Hall, or in writing within 30 days of the Council's request.

2.7. A telephone number and/or email address must be provided. Email is our preferred communication method.

- 2.8. The named tenant is the allotment-holder and is principally responsible for working the plot. Allotment tenancies do not accord long-term, legacy, or sub-tenancy rights. The Tenant may not assign, sublet, or part with possession or control of all or any part of their Allotment.
- 2.9. Allotments that are no longer tended primarily by the named tenant are required to be relinquished and the Council notified of this.
- 2.10. We will allow exception to this for temporary periods, e.g. where a tenant has been ill or suffered a serious difficulty, such as a bereavement and has made arrangements for a friend or family member to tend their allotment during a given growing season. This can be agreed in consultation with the Town Council. It is necessary, however, to declare any such arrangement immediately, in writing (hard copy or email) to the Council.
- 2.11. The named tenant must be present at the allotment for the majority of work activity. However, the tenant may receive assistance from time to time or – with the Town Council’s approval – a named person or persons may help out on a regular basis for a limited period (no more than two years). It is appropriate, for instance, for more physically able relatives or friends to help with more physically-demanding jobs. In the case of less-physically-able tenants, work may of course include ‘direction’. The balance of work on the plot should nevertheless be done by the named tenant. If you do not know of anyone who could assist you, please contact the Council.
- 2.12. We appreciate that circumstances change, please discuss with the Council if you would like to reduce the size of your plot to enable us to release land to waiting applicants.
- 2.13. The Tenant shall permit the inspection of the Allotment and any structure placed thereon at all reasonable times by any officer of the Council. Structures must be made available for inspections upon request of the Council.

3. Allotment Rental

- 3.1. The rental year runs from 1st October to 30th September each year.
- 3.2. Tenants taking up an Allotment within the rent year will pay a proportion of the rent based on 1/12th of the annual rent for each full month remaining. A Tenant may voluntarily relinquish the Allotment before any year-end, but no rebate will be payable.
- 3.3. Rental increases are generally proposed by the Allotment Working Party and agreed by Full Council as part of the Budget setting process.

4. Observance of rules

- 4.1. Tenants must observe and comply with current rules, regulations, and policies, and those which the Council may make at any time in the future (e.g. statutory law changes, local restrictions).
- 4.2. Tenants must comply with Equal Opportunities Policy as embodied in the Equality Act 2010, which expects everyone to be treated in a non-discriminatory manner. Any form of discrimination on the grounds of race, colour, ethnicity, language, religion, sexual orientation, age, marital status, any form of medical or non-medical disability will not be tolerated.
- 4.3. Tenants must comply with any reasonable or legitimate directions given by an authorised Council officer in relation to an Allotment or site.

4.4. Tenants are responsible for their own safety and their visitors. Tenants have a duty of care to everyone, including visitors, trespassers, and themselves and in particular during the use of different equipment or products.

5. Breaches and Sanctions

5.1. Where conditions of this Agreement are broken: if a problem is not resolved quickly and to the satisfaction of the Council, the tenancy will be revoked, and the plot will be reallocated to a new tenant as quickly as possible.

5.2. If the tenant is in breach of any of the provisions of this Agreement the Council may re-enter upon the Allotment and the Tenancy shall therefore come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent due before the time of such re-entry but remain unpaid. This in effect would enable the Council to recover any costs outstanding for the plot or for damages related to it should a breach of tenancy occur.

5.3. At the discretion of the Council, Allotment Tenants may be given up to a maximum of two written warnings (by email and/or letter) within a three-year period before terminating a tenancy. Warning notices will include instruction on what requires improvement and a reasonable time limit for completing the work to the Council's satisfaction. If the improvement is not made within the specified time limit, or if policy is breached on a third occasion, the Tenancy will be revoked with a 30-day notice period taking immediate effect.

5.4. Warning notices will accrue over a period of three years. In other words, if after a warning notice no other warning is issued for three years, the slate is wiped clean.

5.5. If there is a severe breach of conditions, a Tenancy may be revoked without a warning notice.

6. Termination of Tenancy and Notice

A Tenancy can be terminated in any of the following circumstances:

6.1. If the Tenant has not duly observed the Rules governing the Tenancy, or has failed to comply within the specified time given, with the maximum two warning notices requiring the remedy of any breaches of the conditions of the agreement.

6.2. If the allotment is not in a tidy condition and a good state of cultivation or preparation for cultivation. This clause does not apply during the first three months of a Tenancy. As a general rule, in the first two years of a Tenancy, a minimum of 50% of the total plot should be cultivated and in active use during the main growing season. From the third year onwards, a minimum of 75% of the total plot should be cultivated and in active use during the main growing season.

6.3. If the rent is in arrears for not less than 40 days (whether lawfully demanded or not).

6.4. On the death of the Tenant. The Tenant's surviving spouse or partner may continue with the Tenancy until the end of the current agreement (normally 30th September) or, with the consent of the Council, sign a new Allotment Agreement. The Council must be notified in writing (by letter or email) of the death of the Tenant, as soon as reasonably practical. This notice should include any request for carrying on the Tenancy by the surviving spouse or partner.

6.5. Whenever the Tenancy or right of occupation of the Council terminates.

- 6.6. Upon Termination, the Tenant must give up possession and use of the allotment, leaving the plot in a state suitable for immediate re-letting. Should any works be required to return the allotment plot to a workable condition, the existing Tenant will be charged to bring the plot to an acceptable standard. Any personal property, structure, produce, or other items remaining, 14 days after the termination of the tenancy, will be removed and the cost of removal charged to the Tenant, or may be offered to the new tenant.
- 6.7. When an allotment becomes vacant it will be assessed by the Council for resizing and may be split into smaller allotment plots.
- 6.8. Notices to be served by the Council on the Tenant may be:
- 6.9. Sent to the Tenant's address by post, registered letter, recorded delivery or hand delivered; or
- 6.10. Served on the Tenant personally; or
- 6.11. Placed on the Allotment
- 6.12. Notices served under 6.8 will be treated as properly served even if not received.
- 6.13. Tenants must immediately inform the Council, in writing, of changes of address, email, telephone or status.
- 6.14. Written information for the Council should be sent to Lewes Town Council, Town Hall, High Street, Lewes, BN7 2QS or by email to Customer.services@lewes-tc.gov.uk
- 6.15. In accordance with the Data Protection Act 2018, the information provided by Tenants (personal information such as name, address, email, phone number) will be processed and stored so that it is possible to correspond with you, provide information and send invoices and receipts relating your allotment tenancy. Your personal information will not be shared with or provided to any other third party.

Lewes Town Council will keep your information throughout your tenancy. Once your tenancy ends your information will be destroyed after 12 months.

You are required to sign and return an Allotments Tenants Privacy Notice.

Please refer to our Privacy Policy which can be found on our website www.lewes-tc.gov.uk

7. Nuisance, bonfires and other restrictions

- 7.1. Allotments are spaces where tenants can expect to get away from noise and unwanted distractions. Remember also that while for many the allotment is a social environment, for some allotment holders, the allotment is the only space they have to enjoy a little solitude. Tenants should avoid causing nuisance or annoyance to any Tenant of any other part of the Allotments provided by the Council or neighbouring properties.
- 7.2. Try to limit noisy activities to times of day/seasons when there are fewer other allotment holders around. If you must make noise during a busy time, try to talk with your neighbouring allotment-holders and agree a reasonable limit on your activity.
- 7.3. Use strimmers and trimmers sparingly.
- 7.4. Dogs must always be kept well-constrained on a lead and any fouling should be cleaned up and removed from site.

- 7.5. Dogs' barking may also be an unwelcome noise; for this reason, even if your dog is well-constrained on your plot, your dog may not be welcome on site.
- 7.6. Security awareness: From time to time, vandals or thieves may take an interest in allotments; please keep your and your fellow- allotment-holders' plots safe by locking gates and by reporting uninvited visitors.
- 7.7. Do not give the lock numbers or keys to anyone else; this constitutes a breach of your tenancy.
- 7.8. Tenants are advised not to store expensive tools on site on a long-term basis.
- 7.9. The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents of the Allotment. Tenants must report all incidents of theft and vandalism to the police and the Council.
- 7.10. Allotments generate an amount of material which is traditionally disposed of by burning. The Council understands that this may sometimes be helpful but encourages allotment holders to compost as much material as possible, and to remove rather than burn any larger items. Materials that may result in noxious fumes or that may harm the soil must in all cases be removed and not burned.
- 7.11. Allotment tenants are reminded of potential nuisance which may be caused by the lighting of bonfires and the problems that can be caused by smoke emanating from the fire. We are confident that most allotment holders are responsible and thoughtful in this respect, and simply ask tenants to examine the way they have bonfires and of the need to observe common sense and respect for the comfort of the residents in the surrounding areas.
- 7.12. Under provisions of the Environmental Protection Act 1990, where a Local Authority is satisfied that smoke prejudicial to health or a nuisance exists or is likely to occur or recur, they may serve Notice requiring the abatement of the nuisance or prohibiting/restricting occurrence or recurrence. Contravention can lead to a penalty charge.
- 7.13. Green waste should either be composted or taken to the local Household Waste Recycling Site.
- 7.14. Tenants should ensure that their composting does not encourage vermin.

8. Use of pesticides, herbicides, vermicides, and fertilizers etc

- 8.1. Due to large scale habitat loss in the countryside, and large-scale pesticide use in agriculture, wildlife such as birds, insects and bees are seeking refuge in our towns. This makes it very important that within our allotment sites we create safe, synthetic chemical-free, areas.
- 8.2. The use of synthetic chemicals can have a devastating effect on our environment and its biodiversity. There are several detrimental effects from the use of synthetic chemicals (and some 'natural' chemicals). These include run off that contaminates water courses and poisons aquatic life; direct poisoning of plants and animals, including worms and insects that are beneficial to gardening; indirect or residual toxicity of the soil that may affect the immediate area of application; contamination of adjacent areas' plants and animals. When used on soft surfaces, such as vegetation or grass swards, there is a possibility of contamination of adjacent areas.

8.3. Many of these chemicals are highly persistent, meaning that they stay around in the soil for a long time, increasing the likelihood that they will disrupt good soil organisms and enter both the human and animal food chains, watercourses, and aquifers.

8.4. Tenants must not use:

- Synthetic pesticides, vermicides, herbicides, or similar non-organic means for controlling pests and weeds. However, whilst the Council encourages tenants to use a non-chemical alternative for slug control, it will permit slug pellets endorsed by the Organic Farmers and Growers Association (<https://ofgorganic.org/useful-info/approved-suppliers>).
- synthetic fertilisers or soil conditioners
- non-organic weedkiller, such as *Round-Up*™
- pest control such as: rat poison

8.5. In the interests of biodiversity and addressing climate change, the use of peat – which is a non-renewable resource and one of this country's essential carbon sinks – is not allowed.

9. Water-use

Water supply and use is subject to season restrictions and hosepipe bans.

9.1. Tenants shall assist in the conservation of water.

9.2. Where possible, allotment tenants are strongly encouraged to collect rainwater for use on their allotments. Where this is not possible, or where rainwater harvest is not sufficient to sustain watering needs through a dry season, allotment holders are strongly encouraged to use tap water sparingly.

9.3. The use of sprinklers and spray hoses is prohibited, as evaporation from the spray is considerable: watering leaves is far less efficient than ground-level irrigation.

9.4. Where practicable, watering should be done by watering can, either early in the morning, or late afternoon/early evening to enable water to better penetrate the soil and reach the plants' roots. (<https://www.rhs.org.uk/advice/profile?pid=312>).

10. Animals & Livestock

10.1. Tenants must not keep any animals or livestock on their plot without prior written consent of the Council.

11. Bees & bee-keeping

11.1. Bees shall not be kept on any allotment until the allotment tenant has submitted a request in writing to keep bees on his or her plot to the Council, and that request has been agreed in writing.

11.2. Beekeepers making such application are expected to be experienced, or to have close guidance from an experienced beekeeper and have specific insurance in place.

- 11.3. Before consent is agreed, we will first ascertain the views of neighbouring tenants, and in particular any potential visitors to the site who may be allergic to bee-stings, as stings can be life-threatening.
- 11.4. We will then ask the applicant to sign a separate Agreement undertaking special responsibilities for the keeping of their bees. Full details of this agreement can be found on our website <https://lewes-tc.gov.uk/services/allotments/>

12. Structures

- 12.1. A 'structure' includes sheds, storage, green or glasshouses, larger polytunnels, large compost enclosures, fencing, borders and ponds. Any structure should be for the sole purpose of supporting the allotment and improving the local ecology. It must:
- 12.2. Be in proportion to the size of the allotment
- 12.3. Be of the minimum practical size for its purpose, and in no case should the footprint of a solid structure exceed 10% of the overall plot, nor should structures, taken together, exceed 20% of the overall plot
- 12.4. Not impede, create shade, or cause any possible danger for other allotment holders
- 12.5. Not be permanent, i.e. no permanent footings or bases, no use of hardcore or poured concrete.
- 12.6. Tenants must not erect any building, shed or covering structure (except for small, low-lying, non-permanent poly-tunnels/cloches) without the written consent of the Council. Tenants must allow 30 days between their written request and any decision (though we will endeavour to come to a decision sooner). Where a favourable decision is reached, instructions on size and location of the structure will be included and must be followed.
- 12.7. Where an unsuitable (eg over-large, poor repair, permanent) structure is erected by a Tenant, a warning notice will be issued requiring the Tenant to dismantle and remove the structure within a fixed period. If the Tenant does not comply, the Tenant will be issued a second and final warning notice. If the Tenant does not comply, the Council further reserves the right to remove unsatisfactory structures and to recover the cost of dismantling and removal from the Tenant. The Tenancy will then be terminated.
- 12.8. Where structures are allowed, they must be kept in a good state of repair and condition, to the satisfaction of the Council.
- 12.9. Permanent structures, foundations or groundwork are not permitted to be erected, installed, or created by allotment tenants. This includes poured concrete steps, foundations, concrete-lined ponds, or deep-sunken solid structure ponds (e.g. bathtubs).
- 12.10. Structures that are out of proportion to the size of the plot or that overshadow or in other ways encumber other plots are not permitted.
- 12.11. Stability should be achieved with temporary anchors, loose-laid paving slabs, robust pallets (see the note on pallets in this document) or other wooden base.
- 12.12. Sheds and storage boxes should be made secure against thieves. The Council accepts no liability for items stored on the site.

- 12.13. The Council recognises that glasshouses are a traditional means of extending the growing season. Where an existing glasshouse is kept in good condition, with any broken panes immediately removed and replaced, preferably with for-purpose polycarbonate panes, the Council will take no action. Where, however, a glasshouse is in poor condition, notably with broken panes, the Council will insist on immediate repair or removal.
- 12.14. Polycarbonate greenhouses or polytunnels may be considered; it is, however, essential to seek the advice of the Council, particularly with respect to size, materials, and siting, and to ask permission, in writing (hard-copy or email), from the Council.
- 12.15. Allotment tenants are strongly encouraged to create their own organic compost. Wooden structures built for the purpose of containing manure, woodchip and other organic material are acceptable.
- 12.16. Compost enclosures should be of the minimum practical size for their purpose, and they should not in any way intrude upon neighbouring allotments. Modest-sized, purpose-made compost bins or makers, which may be portable, are acceptable.
- 12.17. Please note that not all pallets are safe to use:
- 12.18. If you wish to use pallets for, eg compost enclosures, check the stamps/markings on your pallet. Pallets stamped with the letters 'MB' (which stands for methyl bromide) or CP (CP1, CP2, etc., which indicates pallets used in the chemical industry) MUST NOT be used.
- 12.19. Avoid pallets, or any composite wood product, that include compressed woodchip and glue.
- 12.20. Blue, Brown and Red Pallets should not be used as they may have passed through a chemical fumigation process on their journeys.
- 12.21. Pallets with no stamps/markings are generally safe to use.
- 12.22. Pallets marked with 'HT' are heat-treated and are safe to use.
- 12.23. Border structures and fences are not permitted on every Lewes Town Council Allotment site. If they are permitted on your site, they must not be permanent. This means they must not be anchored with concrete. Below-ground rabbit-proofing, such as chicken wire, or corrugated metal, must be kept in good condition and removed entirely when deteriorated.
- 12.24. Internal borders (between neighbouring plots and within your own plot) should be as inobtrusive as possible.
- 12.25. Re-purposed glass bottles have in the past been used to create borders. Where such borders are well-maintained and the glass is entirely visible and not at risk of breaking, this repurposing of bottles will be allowed. Where there is any sign of deterioration, however, the glass must be immediately and safely removed.
- 12.26. Well positioned, well-constructed and well-maintained wildlife ponds or bog gardens are welcome. Guidance on ponds and bog gardens can be found on our website <https://lewes-tc.gov.uk/services/allotments/>

13. Trees and invasive plants

- 13.1. The Tenant shall not without first obtaining written consent of the Council, cut, top or fell any tree growing on the Allotment.

- 13.2. No tree other than a traditional dwarf stock fruit bearing tree shall be permitted on the Allotment without the permission of the Council.
- 13.3. Fruit trees or bushes should be planted so that they do not encroach on paths or neighbouring allotment plots. Please see advice from the Council before planting any tree on your plot.
- 13.4. Tenants are responsible for ensuring that fruit bearing trees and bushes are regularly pruned so as not to exceed 2.5 metres in height and 2 metres in spread to prevent causing a nuisance to neighbours.
- 13.5. Invasive plants such as Bamboo, all types of willow and fast-growing conifers are not permitted. Christmas trees are therefore not permitted.
- 13.6. Tenants must take steps to prevent the spread of harmful weeds. If Tenants have or think they may have any of the below on their allotment, then they must report the matter to the Council immediately. The following weeds may be a danger to animals, or cause problems for crop production if left to spread unchecked:

- Common ragwort
- Spear thistle
- Creeping or field thistle
- Broad-leaved dock
- Curled dock

14. Plastics

- 14.1. The use of plastic on allotments is generally discouraged, but the usefulness of specific items is recognised.
- 14.2. Tenants may use the following, provided they are in good condition:
- Plastic containers, such as water-butts and heat-activating composters.
 - For-purpose weed-suppressing fabric (though alternatives, such as plain cardboard and non-tanalised wood chippings, are recommended)
 - For-purpose netting
 - Poly-tunnel materials
 - For-purpose heavy-duty pond liner
 - Heavy-duty builders' sacks (e.g. for compost or for the gathering and removal of unwanted materials)
- 14.3. 'Good condition' means not degrading, shedding, fragmenting, or splitting. When any item begins to degrade, fragment, or shed it must be immediately and safely removed. This includes especially any plastic that is covered or below the soil surface

15. Carpeting, rugs, underlay, foam products

- 15.1. In the past, carpeting, rugs and some forms of underlay have been used, e.g. as weed barriers and were considered an effective part of permaculture gardening. Unfortunately, the vast majority of carpets, rugs and underlay now contain plastic weave as well as chemical binders and many carpets, rugs and underlay are made entirely of synthetic materials, including foam backing. These materials rapidly degrade in contact with soil and exposure to the elements, effectively littering and poisoning the soil beneath. Consequently, carpets, rugs, underlay, and foam products are not allowed on Town Council allotments.
- 15.2. There are two exceptions to the 'no carpet' rule: rugs or carpets made from 100% cotton or 100% wool (to include all elements of the weave, backing, etc.), but tenants will be required to provide evidence of this. Council policy will be: "if in doubt; leave it out".
- 15.3. Foam is rarely used on allotments, but can 'sneak in', usually in the form of underlay, 'insulation' or backing. Foam degrades incredibly quickly and should not be used on the allotment.

16. Tyres

- 16.1. The most recent research on the use of tyres on allotments suggests that even old tyres continue to leach toxins when in contact with soil and with exposure to the elements. While the main ingredient in tyres is natural rubber, the stabilisers and other chemicals used to enhance the performance of the tyre are toxic. While the Council would like to support alternative uses for tyres, it appears that the longer-term risks to soil are too great.
- 16.2. As a general rule: Where poor quality, degrading or non-purposed plastic sheeting, bags, bottles, or carpet, rugs, underlay, foam, or tyres are in existing use, Tenants will be issued with a warning notice that these items must be safely removed within a specified period. Failure to remove items within the specified period will result in the Council charging you for removal of the items.

17. Unused materials and storage

- 17.1. Materials brought to the allotment should be for the purposes of improving your plot in the immediate or near future. Materials brought on site for future projects should be kept neatly, ideally (where possible) in a shed or storage box or stacked in a discreet area of the allotment.
- 17.2. Allotments are not a place to store over-flow materials from homes or gardens or to keep rubbish that should go to the Household Waste Recycling Site (tip).
- 17.3. Unusable rubble sacks, old bits of wire, rusted fencing, corroded metal, degrading plastic (see above), unused toys *etc* must be safely removed and disposed of properly. Keeping such items on your plot is a breach of your tenancy agreement. Failure to safely remove items within the time stipulated in a warning letter will result in the Council charging you to remove the items and revoking your tenancy.
- 17.4. The Council recognises that new tenants may have inherited unwanted materials on their allotment and that removing e.g. buried wire fencing can be a painstaking endeavour. If you are a new tenant (new, for these purposes, is within the first year of your tenancy) and you discover significant amounts of unwanted/dangerous materials left by the previous tenant(s), you should document what you have found (take photos, provide notes on materials' location, particularly if they are below ground) and immediately advise the Council.

If you have any questions regarding this Tenancy Agreement, please contact us:

Email: Customer.services@lewes-tc.gov.uk

Telephone: 01273 471469

Website: www.lewes-tc.gov.uk

Lewes Town Council

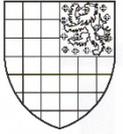
Town Hall

High Street

Lewes

East Sussex

BN7 2QS



Lewes Town Council

Allotment Gardens – Agreement for Letting

THIS AGREEMENT made on _____ day of _____ 2022

between

Lewes Town Council, acting by its Proper Officer, the Town Clerk, (hereinafter called "the Council") of the one part

and

the person specified in the Schedule hereto (hereinafter called "the Tenant") of the other part

whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant the allotment described in and at the rent set out in the Schedule hereto [subject to the covenants exceptions and reservations contained in the lease (if any) under which the Council holds the land] and by way of additional reasonable rent such sum as is hereinafter provided for such rent or rents payable in advance on the first day of April in each year, and a proportion of such rent or rents for any part of the year over which the tenancy may extend. Provided that the Council may in any year increase the rent payable upon renewal to such sum as the Council shall determine as reasonable, such increased rent to be payable immediately upon commencement of a new Agreement. The tenancy is subject to such Regulations and general conditions as provided with this Agreement, and any related policies or amendments which may be made from time to time by the Council or to the prevailing Allotments Acts.

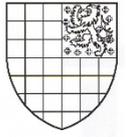
THE SCHEDULE

1.	Name of Tenant: «TENANT»	4.	Plot Number and Site: Plot No: «PLOT» «SITE»
2.	Address of Tenant: «ADDRESS_1» «TOWN» «COUNTY» «POSTAL» Telephone No: «TELEPHONE» Email: «EMAIL»	5.	Size of Plot: «SIZE» Rods
		6.	Annual Rent: £5.50 per rod (1rd ² =25.29m ²)
3.	Date of commencement of this tenancy: 1 April 2022	7.	Rent Payable for 18 months from 1 April 2022 to 30 th September 2023: «YEARLY»

SIGNED by the TENANT:

PLEASE PRINT name:

Please retain one copy for your records and return the other to the Town Hall along with a signed copy of your Allotment Tenant Privacy Notice



Lewes Town Council

Allotment Gardens – Agreement for Letting

THIS AGREEMENT made on _____ day of _____ 2022

between

Lewes Town Council, acting by its Proper Officer, the Town Clerk, (hereinafter called "the Council") of the one part

and

the person specified in the Schedule hereto (hereinafter called "the Tenant") of the other part

whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant the allotment described in and at the rent set out in the Schedule hereto [subject to the covenants exceptions and reservations contained in the lease (if any) under which the Council holds the land] and by way of additional reasonable rent such sum as is hereinafter provided for such rent or rents payable in advance on the first day of April in each year, and a proportion of such rent or rents for any part of the year over which the tenancy may extend. Provided that the Council may in any year increase the rent payable upon renewal to such sum as the Council shall determine as reasonable, such increased rent to be payable immediately upon commencement of a new Agreement. The tenancy is subject to such Regulations and general conditions as provided with this Agreement, and any related policies or amendments which may be made from time to time by the Council or to the prevailing Allotments Acts.

THE SCHEDULE

1.	Name of Tenant: «TENANT»	4.	Plot Number and Site: Plot No: «PLOT» «SITE»
2.	Address of Tenant: «ADDRESS_1» «TOWN» «COUNTY» «POSTAL» Telephone No: «TELEPHONE» Email: «EMAIL»	5.	Size of Plot: «SIZE» Rods
		6.	Annual Rent: £5.50 per rod (1rd ² =25.29m ²)
3.	Date of commencement of this tenancy: 1 April 2022	7.	Rent Payable for 18 months from 1 April 2022 to 30 th September 2023: «YEARLY»

SIGNED by the TENANT:

PLEASE PRINT name:

Please retain one copy for your records and return the other to the Town Hall along with a signed copy of your Allotment Tenant Privacy Notice

