

CITY OF SUNDERLAND

PERMANENT ALLOTMENT GARDENS

CONDITIONS AND REGULATIONS to be observed and performed by the **TENANT**

- 1) To pay the said yearly rent in advance on the First day of April in each year
- 2) In addition to the said yearly rent to pay to the Council (where appropriate) a water charge on the First day of April in each year the amount of such charge to be calculated following the reading of the water meter on the Estate and the cost of the water consumed divided equally amongst the tenants on the Estate
- 3) This tenancy may be determined as follows:-
 - (i) on the expiration of twelve months notice in writing given at any time by the Council expiring on or before the Sixth day of April or on or after the Twenty ninth day of September in any year and by seven days notice given by the Tenant expiring at any time
 - (i) by re-entry on the expiration of three months' notice in writing given to the Tenant on account of the allotment being required for any purpose (not being the use of the same for agriculture) for which the allotment was acquired or appropriated by the Council or for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes but in this event the Council will give consideration to the provision of an alternative allotment garden to the Tenant
 - (iii) on the expiration of one month's notice in writing if the Tenant becomes resident more than one mile outside of the said City of Sunderland
 - (iv) forthwith by re-entry if (i) the rent is in arrear for not less than 40 days whether legally demanded or not, or (ii) it appears to the Council that the Tenant is not observing any of the conditions and regulations provided that if such breach be in respect of the use of the allotment at least three months have elapsed since the commencement of the tenancy or (iii) the Tenant becomes bankrupt or compounds with his creditors
 - (v) if the Tenant shall occupy at the same time without the prior consent in writing of the Council any other allotment whether the same be leased from the Council or from any other person or persons or Society Any Tenant found habitually using any other allotment whether the same be held by him in his own name or be held on his behalf by another person or persons this tenancy may be terminated on the expiration of the service of one month's notice in writing
 - (vi) on the death of the Tenant the tenancy shall determine forthwith

4) The Tenant shall:-

- (i) use the allotment only for the growing of flowers and for the production of vegetable or fruit crops and for no other purpose whatsoever in accordance with the Smallholdings and Allotments Acts 1908 to 1950 and any Acts amending the same and not use the allotment for any purpose which constitutes 'business' within the meaning of Part II of the Landlord and Tenant Act 1954
- (ii) not erect upon the allotment or any part thereof any buildings or structures without planning permission (where appropriate) and the prior written consent of the Council Any application for such consent shall be accompanied by suitable drawings (to be submitted in duplicate) showing the dimensions design and materials to be used in connection therewith Any buildings or structures including fences and gates erected and standing upon the allotment at the date hereof shall be allowed to remain PROVIDED HOWEVER the same (if appropriate) is or are brought up to standard in accordance with the attached drawing
- (iii) keep all buildings structures fences and gates at any time erected and standing upon he allotment in good and substantial repair and condition.
- (iv) exercise due and proper care in regard to the water supply serving the Estate in order to prevent waste. The Council reserves the right to shut off the water supply and to empty the pipes whenever deemed necessary owing to frost or other cause.
- (v) keep the allotment properly manured and cultivated and clear of weeds and maintain it in good condition and keep any pathway or cart-track included therein or abutting thereon (or in the case of any pathway or cart-track abutting on the allotment and any other allotment the half-width thereof) reasonably free from weeds
- (vi) not sell or remove any turf mould clay soil sand mineral gravel or other substance from the allotment nor without the written consent of the Council cut or prune any timber or other trees thereon
- (vii) remove all rubbish and strictly avoid any and every form of nuisance or annoyance to the public or the occupiers of adjoining property or other allotment gardens and not obstruct or encroach on or use barbed wire for a fence adjoining any path or roadway set out by the Council for the use by other Tenants on the Estate

- (viii) not bring or cause to be brought upon the allotment any dog unless the dog is held on a leash and not use any building on the allotment for a dog kennel or leave any dog on the allotment overnight
- (ix) have due regard to the interests of other tenants on the Estate the Council and the public generally and not cause damage to any property belonging to them but in the event of any such damage as aforesaid it shall be open to the Council to require the Tenant to make good such damage and on his failure so to do make good such damage and recover the cost of so doing from the Tenant
- (x) not bring any vehicle onto the allotment or the Estate except for delivery of goods whereupon the Tenant at all times shall drive or cause to be driven any vehicle which is brought onto the Estate for this purpose in a careful and orderly manner at a speed not exceeding five miles per hour
- (xi) not deposit or allow other persons to deposit on the allotment or any adjoining areas thereof any refuse or decaying matter other than manures or compost for improving the allotment
- (xii) keep every hedge properly cut and trimmed and maintain all ditches on the allotment
- (xiii) inform the Council forthwith of any change of address
- (xiv) not assign underlet or part with possession of the allotment or any part thereof
- (xv) not keep any animals or livestock of any kind upon the allotment except hens or rabbits to the extent permitted by Section 12 of the Allotments Act 1950
- (xvi) not without the written consent of the Council plant any trees or fruit bushes or any crops which require more than 12 months to mature
- (xvii) not erect any notice or advertisement on the allotment

5. If in the opinion of the Council the Tenant causes wilful or wanton damage to any part of the allotment any buildings or structures erected thereon or to any fences gates main pathways water pipe or tap or to any property of the Council the Council may at their discretion require the Tenant to make good the same and in default thereof may do such work themselves and may charge the Tenant with the cost thereof or may without such requisition carry out the work themselves and charge the Tenant with the cost

6. Any dispute between the Tenant and other occupiers of any adjoining allotment garden shall be referred to the Council whose determination shall be final
7. The Council reserve to themselves the right at all times to enter by their Agents Officers or Servants the allotment and any buildings or structures erected thereon and (a) to inspect the state and condition thereof (b) erect maintain or remove any overhead or underground cables pipelines or sewers now or at any time laid made or running through the allotment or adjoining land owned by the Council (c) cleanse and maintain any allotment garden or adjoining land provided that in the case of (b) and (c) reasonable notice of entry shall be given by the Council to the Tenant except in case of emergency and that the exercise of the said rights in cases (b) and (c) or either of them shall be without liability for payment of any compensation whatsoever
8. The Council shall not be in any way responsible to the Tenant for any loss or damage caused to the allotment or to any buildings or structures erected thereon or to any goods or effects of the Tenant which may at any time be in on or upon the allotment from any cause whatsoever
9. Any approval or consent given or granted by the Council in pursuance of the provisions of this Agreement shall not be deemed to be given or granted by them in any other capacity than as landlord and any approval or consent given or granted by them other than that of landlord shall not be deemed to be or constitute an approval or consent by the Council as landlord nor shall the Tenant be excused from making application to the Council for their approval as landlord by reason only of the Tenant having previously made application to the Council in any other capacity.
- 10) Any notices given under and by virtue of this Agreement shall be deemed to have been properly given to the Society if addressed by post to the Society Treasurer and to the Tenant if sent by Recorded Delivery Service addressed to the usual or last known address of the Tenant.