

## TENANCY AGREEMENT

**Tenancy agreement made on (date of signature) between the Mayor and the Burgesses of the London Borough of Richmond upon Thames ('the Council') by the Assistant Director Leisure, Environment and Community Services of the one part and of ('the Tenant') of the other part**

The following is agreed:

1. The Council will let to the Tenant from the commencement date and then from year to year the allotment plot in the Borough containing (*insert plot size*) rods (depending on any rules in the Agreement, under which the Council hold the land) at the yearly rent of (see [rents](#)) per rod or in proportion for any period less than a year. The rent payable may change following at least one month's notice by the Council to the Tenant(s) to take effect from the following 1st October. **In the case of there being two Tenants such Tenants must live at the same address and that the obligations and liabilities set out in Clause 2 below are deemed to be both joint and several.**
2. **The Tenant(s) agrees:**
  - a. to pay rent yearly in advance on the 1st October each year
  - b. not to underlet, assign, or part with the possession of the allotment or any part of it, without written permission of the Council
  - c. to let the Council know of any fixed change of address within 14 days of the date of the move to that address
  - d. to abide by the provisions of the Allotment Acts 1908 to 1950, the [Allotment Terms and Conditions](#), and the conditions attached to this agreement or as may be in force from time to time and issued by the Council
  - e. to the Council providing the Tenant's or Tenants' name, address and telephone number to a properly authorised site representative
3. **The Tenancy may be terminated:**
  - a. by the Council giving the Tenant(s) at least 12 month's notice in writing, ending on or before the 6th day of April or on or after the 29th day of September in any year
  - b. by the Council giving the Tenant 3 month's notice in writing where the land is needed for (i) buildings, mining or any other industrial purpose or any connected roads or sewers (ii) if the land is required by the Council for a purpose for which it was originally acquired or has been appropriated under the statutory provision for some other council purpose
  - c. by the Council giving the Tenant notice if the land which was acquired by the Council under the Housing Acts 1890 to 1921 before the 4 August 1922 is required for the purpose of those Acts or any succeeding Acts
  - d. by the Council giving the Tenant four weeks' notice in writing if (i) the rent is in arrears for not less than 40 days after it has become due (ii) the Tenant(s) fails to comply with any of the conditions of this agreement, the Allotment Terms and Conditions, the provisions of the Allotment Acts 1908 to 1950, having previously been sent warning letters in accordance with the Terms and Conditions (no repayment of rent or payment of compensation will be due from the Council if this should happen)

- e. by the Council giving the Tenant 4 week's notice in writing where the Tenant changes address and the new address is outside the Borough
  - f. by the Tenant(s) giving the Council one month's notice in writing
  - g. upon the death of the Tenant or surviving Tenant (if more than one)
4. On the termination of the tenancy under 3 (b) or (c) the Tenant(s) can recover compensation from the Council from growing crops and manures and for disturbance amounting to one year's rent or proportionately in the case of part of the land.
5. Any notice or permission given under this Agreement must be in writing and be signed either by the Assistant Director Leisure, Environment and Community Services or other authorised officer of the Council, or by the Tenant(s) and delivered to the address:

Parks Service Manager,  
44 York Street Civic Centre,  
Twickenham,  
TW1 3BZ