

9. Any notice under this Agreement to be given by the Council may be served by being left at or sent to the last known place of abode of the Tenant or by being left in some conspicuous place on the Plot

10. Any notice required to be given to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid letter to the City Solicitor for the time being of the Council at Town Hall, Manchester M60 2LA or such other address as the City Solicitor may from time to time specify

**IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first above written**

**Schedule 1**

Name of Allotment Site and No. of Plot	Plot area	Current Annual Rent £
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**Schedule 2**

**The Rules**

1. To pay the Rent at the time and in the manner aforesaid
2. To keep the Plot clean, free from weeds and in a good state of fertility and to dig manure and cultivate it in a workmanlike manner as to one quarter of the Plot within a period of three months from the date of commencement of the tenancy and as to three quarters of the Plot within a period of twelve months from the said date of commencement and subsequently the whole of the Plot to be cultivated each calendar year
3. Not to plant trees of any description without the previous written consent of the Council (except that this paragraph shall not prevent the Tenant from planting domestic fruit bushes or trees on dwarfing root stock)

4. To protect from injury or damage all fences and gates at the Allotment Site which are the responsibility of the Council

5. To keep all paths adjoining the Plot free from weeds, accumulations of rubbish and equipment, and not to deposit weeds, rubbish or equipment on any other part of the Allotment Site other than in skips provided for that purpose or other designated area

6. Not to use weedkiller or herbicide on any path, road or accommodation way adjoining the Plot nor on any part of the Allotment Site other than the Plot

7. To observe and perform as regards the Plot such Council's Covenants as have been notified to the Tenant in writing on or before the date of this Agreement as well as any other special conditions which the Council considers necessary from time to time to preserve the Plot from deterioration and of which notice in writing shall be given to the Tenant

8. To permit the Council by its officers, servants or duly authorised agents to enter upon and inspect the Plot at any time without prior notice

9. Upon the determination of the tenancy quietly to yield up the Plot to the Council in such condition as shall be in compliance with the Rules and other provisions of this Agreement and to remove all sheds, buildings, erections and other properties of whatsoever kind being the property of the Tenant and where applicable the foundations of the same situate on the Plot and if the Tenant refuses to remove the said sheds, buildings, erections and foundations or other property the Council may remove the same and charge the costs thereof to the Tenant

10. Not to cause or suffer nuisance or annoyance to the Council or the occupier of any other allotment at the Allotment Site nor to obstruct any path, road or accommodation way on the Allotment Site

11. Not to place or use barbed wire for a fence adjoining any path, road or accommodation way on the Allotment Site

12. Not without the previous written consent of the Council to erect or maintain any fence or hedge or other partition on or around the Plot

13. Not to interfere with or remove any existing or future hedges, fences, walls or boundary marks other than with the written consent of the Council but to maintain and repair the same (so far as they adjoin the Plot) and to keep all ditches adjoining the Plot properly cleansed

14. Not without the previous written consent of the Council to fell or remove any timber or other trees at the Allotment Site nor to take, sell or carry away any mineral, gravel, sand or clay nor permit any other person to do so

15. Not to erect any building or other structure on the Plot without the previous written consent of the Council; such building or structure to be of suitable material and of such dimensions as shall be specified by the Council and be maintained by the Tenant in good repair and condition
  16. Not to assign, underlet or part with the possession of the Plot or any part thereof
  17. Not to keep on the Plot animals of any description, pigeons or bees or take any dog or other animal on the Plot without the previous written consent of the Council and upon receipt of such consent the said animal shall be led by a leash and kept fastened up whilst there
  18. To inform the Council forthwith of any change of the Tenant's address
  19. Not to erect any notice or advertisement on the Plot or the Allotment Site
  20. To observe and perform any other special condition which the Council considers necessary to preserve the Plot from deterioration and of which notice shall be given to the Tenant in accordance with Clause 6
  21. Not to affix any hosepipes to the taps administered by the Council at the Allotment Site other than in accordance with such rules as the Council may establish from time to time
  22. Not to light any fire anywhere on the Allotment Site other than in accordance with such rules as the Council may establish from time to time
  23. Not to use the Plot or any part thereof for the purpose of a trade or business and in particular not for the sale of any of the fruit or vegetables grown on the Plot except where such sale is for the benefit of the Allotment Association
  24. Not to make any well on the Plot
  25. Not to use the Plot or any structure erected thereon for the storage of any goods, chattels or supplies other than those used directly in the cultivation and maintenance of the Plot and in particular not to store any motor vehicles or caravans of any description on the Plot or on the Allotment Site
  26. Tenants must keep the Council informed of their current address at all times. Priority for plots shall be given to residents of the City of Manchester
5. The Council lets and the Tenant takes as from the / / for a fixed period the Plot subject to the provisions of this Agreement and the Council's Covenants to end the 31st day of October following the date of this Agreement renewable annually at the sole discretion of the Council
  6. The Rent shall be paid by the Tenant to the Council in advance on the first day of November in every year, the first such payment being due on the date of this Agreement
    - 6.1 Any rent increase shall be subject to 12 months' notice
    - 6.2 The Council shall pay all rates and other outgoings in respect of the Plot
  7. The Tenant hereby agrees with the Council as follows:
    - 7.1 To comply with all provisions of this Agreement
    - 7.2 To comply with all of the Rules
    - 7.3 To hold no more than five acres in total of allotments acquired under the Allotments Acts 1908 to 1950
  8. The tenancy shall continue on an annual basis until determined in or by any of the following manners or events:
    - 8.1 On the death of the Tenant or such later date as may be agreed in writing at the sole discretion of the Council with the Tenant's heirs, successors or executors
    - 8.2 By the Tenant giving to the Council not less than one week's notice in writing at any time
    - 8.3 By the Council giving to the Tenant twelve months' notice in writing expiring on or before the sixth day of April or after the twenty-ninth day of September in any calendar year
    - 8.4 On the day on which the tenancy or other legal estate or right of occupation of the Council in respect of the Allotment Site determines
    - 8.5 By the Council giving three months' previous notice in writing to the Tenant due to the Plot being required by the Council;
    - 8.6 for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or
    - 8.7 for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes
    - 8.8 By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant;
    - 8.9 if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
    - 8.10 if it appears to the Council that there has been a breach of the covenants and agreements on the part of the Tenant; in this Agreement contained and provided that if such breach be of the Rules at least three months shall have elapsed since the commencement of the tenancy; or
    - 8.11 if the Tenant shall become bankrupt or compound with the Tenant's creditors

# Agreement

THIS AGREEMENT is made on      /      /     

BETWEEN

a. **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Manchester M60 2LA  
(‘the Council’) and

b. Name \_\_\_\_\_

of \_\_\_\_\_

(‘the Tenant’)

## In this Agreement

1. Unless the context otherwise requires, the following terms shall have the meanings specified:

1.1 ‘the Plot’ means the allotment garden details, which are set out in Schedule 1

1.2 ‘the Allotment Site’ means the \_\_\_\_\_

1.3 Allotment Site at \_\_\_\_\_ in the City of Manchester

1.4 ‘the Council’s Covenants’ means the covenants, conditions and provisions (if any) contained in the Conveyance Lease or Agreement under which the Council holds the Allotment Site and which affect or govern in any way the user of the Plot by the Tenant permitted by this Agreement

1.5 ‘the Rent’ means the amount set out in Schedule 1 or such other annual sum as the Council may from time to time determine in its absolute discretion as the annual rent to be paid for the Plot

1.6 ‘the Rules’ means the rules set out in Schedule 2

1.7 ‘the tenancy’ shall mean the tenancy granted by this Agreement

2. Words in the singular include the plural and vice versa and words importing one gender include any gender

3. Covenants by any party which includes more than one person shall be deemed to be joint and several

4. References to clause numbers or Schedules are to the relevant clause of or Schedule to this Agreement

**PROVIDED THAT** Rules 15, 17 and 20 shall not prohibit the keeping of hens or rabbits or the erection of a building for that purpose on a small portion of the Plot in such a manner as not to be prejudicial to health or a nuisance or affect the operation of any enactment

**SIGNED AS A DEED** On behalf of MANCHESTER CITY COUNCIL by

Name \_\_\_\_\_

(Authorised Officer/Agent of Manchester City Council)

**SIGNED AS A DEED** by the said

Name \_\_\_\_\_

(in the presence of)

# Allotment Gardens

## Agreement and Rules