

- (8) To keep in a good state of repair and to the reasonable satisfaction of the Council all fences and gates on the boundary of the Allotment. Upon termination of the Tenancy, all fences, gates and hedges erected by the Tenant become the property of the Council and must not be removed. The Council reserves the right to erect/install boundary fencing to any of its Allotments/Allotment Sites and you will be required to comply with any fencing scheme proposed by the Council
- (9) All pathways adjoining the Allotment, to be kept clean, tidy, and free items associated with the Allotment including any rubbish.
- (10) The Tenant shall only burn items on the Allotment which are used in conjunction with the everyday use of the Allotment.
- (12) Not to operate as any trade or business whatsoever or undertake anything associated with the operation of a trade or business. Failure to comply with this will result in the Council having the right to re-enter the Allotment by way of one month's notice.
- (13) Not to undertake any illegal activity from the Allotment, either directly or indirectly. Failure to comply with this will result in the Council having the right to re-enter the Allotment by way of one month's notice.
- (14) The consent of the Council must be sought prior to any additional animals being kept on the Allotment. The Council will not unreasonably withhold a request for animals to be kept on an Allotment.
- (15) The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment or obstruct any paths set out by the Council for the use of the occupiers of the Allotments.
- (16) To permit the Council's duly authorised agent to enter on the Allotment at any time for the purpose of inspecting the condition and state thereof, or the neighbouring Allotment or other land of the Council and the making of any necessary tests thereon with the Council doing as little as reasonably possible to the Allotment.
- (17) The Council have the right to re-enter at any time after giving one months notice in writing to the Tenant on account of the Allotment being required for building, mining, or other industrial purposes or for any roads or sewers necessary in connection with any of these purposes.
- (18) The Council have the right to re-enter at any time after giving one months notice in writing to the Tenant,

- (a) if the rent or party thereof is in arrears for not less than 14 days, whether legally demanded or not or,
 - (b) if there has been a breach by the Tenant of any term or condition of the Tenancy.
- (19) Any notice may be served on a Tenant either personally or by leaving at his last known place of abode or by letter addressed to him or by fixing the same in some conspicuous manner on the Allotment.
- (20) The costs incurred by the Council in carrying out any legal work in order to enforce the terms of this Tenancy or rectify any damage caused by the Tenant to the allotment shall be a debt due from the Tenant to the Landlord and payable on demand. This shall include any professional and legal fees and any VAT in respect of these costs.
- (21) The Council wish to remind all Allotment Tenants that the allocation of Allotments is made by the Council using its Allotment Waiting List. Transfers, assignments, and sub-letting of Allotments are not permitted under the terms of this Tenancy Agreement. Any Tenant wishing to transfer his/her Allotment must surrender the Tenancy to the Council in writing. The Tenant will not be reimbursed for any rent paid in advance prior to the assignment of the Tenancy. Any person nominated by the outgoing Tenant will be considered for the Tenancy in the light of existing waiting lists. Should a tenant transfer, assign or sub-let an Allotment without the consent of the Council then it will result in the Council re-entering the Allotment by way of one month's notice.
- (22) The Tenant shall, as regards the Allotment, observe and perform all conditions and covenants contained in the title under which the Council hold the land.
- (23) The Tenancy to be terminable by the Tenant giving notice in writing or the Council giving two months' notice in writing.
- (24) Before the expiration or sooner determination of this Tenancy, the tenant shall take down and remove all buildings and structures other than boundary fences on the Allotment, making good to the satisfaction of the Council all damage caused thereby unless otherwise agreed by the Council.

Yours faithfully,

Graeme Reid

Clerk

Signed:

Date

Address:

Witness:

Date