

# LEISURE AND RECREATIONAL GARDENS

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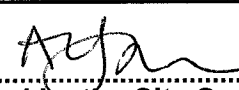
AN AGREEMENT made the Day of Two Thousand and Sixteen  
BETWEEN the County Council of the City and County of Cardiff ("Cardiff Council") of the one part and  
Name(s) of Tenant: .....  
Address: .....  
.....CARDIFF Post Code: .....  
E-mail: ..... Telephone No: .....  
Mobile No: ..... Date of Birth: .....  
(hereinafter called "The Tenant" which expression shall include his executors, administrators and assigns) of the other part.

WHEREBY the Council agree to let, and the Tenant agrees to take on a yearly Tenancy from the  
Day of Two Thousand and Sixteen (but subject as hereinafter mentioned), the  
Leisure and Recreational Gardens at: **COLCHESTER AVENUE ALLOTMENTS, Hammond Way, Penylan,**  
**CARDIFF CF23 9DS**, and numbered ..... in the Cardiff Council register of Leisure and Recreational  
Gardens and containing ..... x 25 square metres (1 perch) or thereabouts @ **£11.04/£5.52 per perch**  
(hereinafter called "The Allotment Garden") at the yearly rental of **£..... pence**, ~~the~~  
~~chalet/brick cubicle erected on the allotment garden at the yearly rent of £..... pence~~, at the total rent of  
**£..... pence** or such other amount as the Council may specify by 28 days' notice in writing expiring at any time  
during this tenancy, payable as hereinafter mentioned, and at a proportionate rent for any part of a year over which the  
tenancy may extend.

1. The rent shall be paid in advance, on the second day of February each year, clear of all deductions (otherwise than allowed by statute)
2. If the tenant takes possession upon a date other than the second day of February, then the first payment of the rent shall be due on the date of which the tenancy commences. The rental shall comprise the full annual rent payable unless the tenancy commences on a date between 1st December and 1st February, when a proportionate rental will apply. The second and subsequent payments of rent shall be paid in the manner prescribed in Paragraph 1.
3. The first payment of rent will be due and payable on the **2nd Day of FEBRUARY Two Thousand and Sixteen**. Payment equating to a quarter of the annual rent may be made quarterly in advance on 2nd February, 4th May, 3rd August and 2nd November each year.
4. The tenant agrees to observe and perform the conditions in the schedule and to pay the rent.
5. For the purpose of the Allotments Acts 1922, 1925 and 1950 and any Acts amending or extending the same a "Leisure and Recreational Garden" shall mean an "Allotment Garden" as defined by these Acts.

## SCHEDULE

1. The Tenant shall keep the Allotment Garden free from weeds, and well manured and otherwise maintain it in a proper state of cultivation (and shall put the Allotment Garden into a proper state of cultivation on commencement of the tenancy if necessary).
2. The Tenant shall himself cultivate the Allotment Garden and shall not without written consent of Cardiff Council, underlet, assign or part with or share the possession of the Allotment Garden or any part of it.
3. Any buildings and erections thereon shall be used only for the purpose of an Allotment Garden in accordance with the Allotment Act, 1922 and any Acts amending the same and no such building or erection or structure shall be used as a dwelling house, shop or workshop, stable, dog-kennel, pigeon cote, bee-hive, or as a pig-sty, or any purpose whatsoever other than the purpose aforesaid.
4. The tenant must not keep any bees, animals or livestock on the allotment site without the prior written consent of the Council.
5. The Tenant shall keep every path adjoining the Allotment Garden in good repair and condition.
6. The Tenant shall not without the like consent cut, prune, or remove or interfere with any timber or other trees, or take, sell or carry away any soil, mineral, stone, gravel, sand, slate, chalk, flints, clay or substrata.
7. The Tenant shall not plant or maintain any broadleaved, conifer or willow trees in, on or around the allotment plot.
8. The Tenant shall not without the like consent, erect or place and/or maintain on the Allotment Garden any, chalet, toolhouse, shed, greenhouse, pig-sty or other building or vehicle or fence or structure whatsoever, and if consent is granted it may be given subject to such conditions as Cardiff Council may impose.
9. The Tenant shall not use or permit to be used the Allotment Garden for trade or business purpose or any other purpose other than an allotment garden.
10. The Tenant shall not use or permit to be used the Allotment Garden or any building thereon for the sale, distribution or consumption of intoxicating liquors or for gambling in any form.
11. The Tenant must ensure that the gates are locked when entering or leaving the Allotment site.
12. The Tenant shall not install in the hut any form of heating apparatus.
13. The Tenant shall exercise due and proper care in regard to the water supply in order to prevent waste and shall not fix fittings to water supplied, shall not use hose pipes, shall not siphon water into another container, and shall use it for and in connection with the purpose specified in clause 2 above and Cardiff Council reserve the right to shut off the water supply and to empty the pipes whenever deemed necessary owing to frost or any other cause.
14. If in the opinion of Cardiff Council the Tenant causes wilful or wanton damage to any tree, fence, gate or main path, to any water pipe or tap, or any tool shed or hut or any fitting thereof or to any property of Cardiff Council, Cardiff Council may at their discretion require the Tenant to make good the same and in default thereof do such works themselves and may charge the Tenant with the cost thereof or may without such requisition carry out the work itself and charge the Tenant with the cost thereof.
15. All remains or objects of an archaeological or other scientific interest found on the Allotment Garden are the property of Cardiff Council and the Tenant, on discovering any such remains, shall forthwith report the fact to Cardiff Council and hand over the same to them upon request.
16. The Tenant shall not cause or suffer any nuisance, annoyance or damage to the occupier of any other Allotment Garden or to the tenant or owner of adjoining or contiguous premises or obstruct or injure any path set out for the use of the occupiers of the Allotment Gardens, nor shall the Tenant light any fires in on or around the Allotment Garden. Breaches of these requirements may amount to an offence under The Environmental Protection Act 1990 for which the maximum penalty is a fine of up to £5,000 and /or 6 (six) months imprisonment or as amended from time to time.
17. The Tenant shall not deposit any waste in on or around the Allotment Garden. Any breach of this condition may amount to an offence under The Environmental Protection Act 1990 for which the maximum penalty is a fine of up to £20,000 and/or 6 (six) months imprisonment or as amended from time to time.
18. Dogs must be kept on a leash.
19. The Tenant shall not use the Allotment Garden or have access thereto otherwise than between the hours of sunrise and sunset each day.
20. Any officer of Cardiff Council shall be entitled at any time to enter and inspect the Allotment Garden, Shed or Greenhouse.
21. The tenancy may be determined by the Tenant on the Second day of February in any year of the tenancy by 6 (six) calendar months' prior notice in writing to Cardiff Council or such lesser notice as the Council may accept.
22. The tenancy shall be determined by Cardiff Council in accordance with the provisions of the Allotments Act, 1922. In the event of the termination of the tenancy the Tenant shall be liable to pay rent pro rata to the time of such termination or re-entry.
23. This tenancy may be determined by the Council giving the tenant 12 months' notice in writing on or before 6 April expiring on or after 29 September in any year. The tenant must yield up the allotment at determination of the tenancy in such condition as complies with the terms of this agreement.
24. The tenancy may be determined by re-entry by Cardiff Council at any time after giving 1 (one) months prior notice in writing to the tenant (a) if the rent is in arrears for not less than 40 (forty) days whether legally demanded or not or (b) if it appears to Cardiff Council that there has been a breach of the conditions on the part of the tenant in this agreement or (c) if the tenant becomes bankrupt. The tenancy will determine on the rent day next after the death of the tenant.
25. Any notice by Cardiff Council shall be delivered or sent by post to the Tenant at his last known place of abode or business or left for him upon the Allotment Garden.
26. Where there are two or more persons included in the expression "The Tenant" the obligation of the Tenant shall be made jointly and severally.
27. The tenant must at all times observe and comply with all enactments, Statutory Instruments or byelaws affecting the allotment.

<b>Signed for and on behalf Of Cardiff Council:</b>	<b>Signed by the said Tenant:</b>	<div style="text-align: center;">   <b>Signed by the Site Secretary COLCHESTER AVENUE ALLOTMENTS</b> </div>
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