

DATED

4th March

2008

KETTERING BOROUGH COUNCIL

and

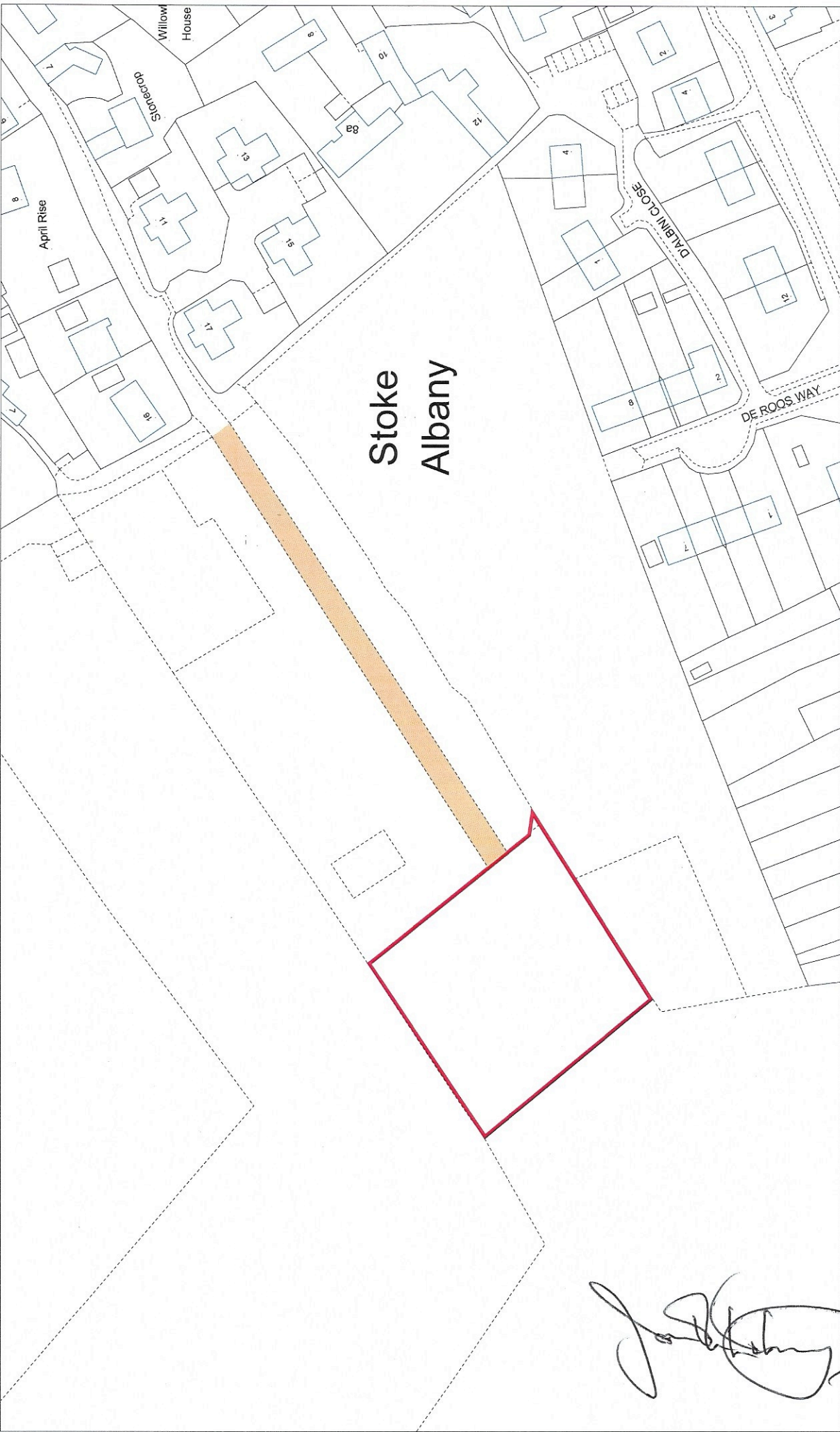
STOKE ALBANY PARISH COUNCIL

TENANCY AGREEMENT

of land off Middle Lane
Stoke Albany

Connect Law
Swanspool House
Wellingborough
NN8 1BP

Ref: IK007693



Stoke
Albany

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Kettering
Borough Council

Title: Stoke Albany Allotments

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AN AGREEMENT made the 4th day of March 2008

BETWEEN KETTERING BOROUGH COUNCIL of Municipal Offices, Bowling Green Road, Kettering, NN15 7QX ("the Council") (1) and STOKE ALBANY PARISH COUNCIL of Stoke Albany in the District of the Council ("the Tenant") (2)

NOW IT IS AGREED AS FOLLOWS:

1. Agreement to let

The Council agrees to let and the Tenant agrees to take all that land lying to the west of Middle Lane Stoke Albany ("the Land") and shown for the purpose of identification edged red on the plan attached together with the right to use the track shown coloured brown from Middle Lane aforesaid on a yearly tenancy from and including 1st April 2007 at the yearly rent of £1 (one pound) if demanded payable annually in advance and at a proportionate rent for any part of a year over which the tenancy may extend

2. Obligations of the Tenant

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below:

- 2.1 to pay the rent reserved in advance and without deduction otherwise than allowed by statute on 1st April in each year
- 2.2 not to use the Land other than for the purpose of (a) allotments and (b) a BMX track
- 2.3 to keep the Land free from weeds and otherwise in good condition

- 2.4 not to cause or permit to be caused any nuisance or annoyance to the occupier of any other land belonging to the Council and not to obstruct or encroach or permit to be obstructed or encroached on any path or roadway set out by the Council for the use of the occupiers of the Land
- 2.5 not to cut timber or other trees upon the Land and not to take away any mineral gravel sand earth or clay without the consent of the Council
- 2.6 not to sublet, assign or part with possession of the Land or any part thereof provided that it shall not be a breach of this condition for the Tenant to let the allotments on the northern part thereof for use as recreational allotments
- 2.7 to be responsible for the repair and maintenance of the gate and fence on the north east boundary of the Land
- 2.8 to observe and comply fully with all enactments, statutory instruments, local, parochial or other by laws, orders or regulations affecting the Land at all times during the tenancy
- 2.9 to be responsible for the complete day to day running of the Land
- 2.10 to accept responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent

3. Obligations of the Council

The Council agrees with the Tenant to observe and perform the conditions and obligations set out below:

- 3.1 to mow regularly during the growing season the grassed area of that part of the Land as is used as a BMX track
- 3.2 to carry out regular inspections of the Land for the purposes of health, safety and insurance and to report promptly to the Tenant any adverse comments noted or received
- 3.3 to be responsible for the repair and maintenance of the fences, hedges and style on the north west, south west and south east boundaries of the Land

4. Inspection

Any officer or agent of the Council shall be entitled at any time to enter and inspect the Land

5. Determination of the Tenancy

This Agreement may be determined:

- 5.1 by either the Council or the Tenant giving to the other twelve months' notice in writing expiring on or before 31st March in any year
- 5.2 by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the land being required:
 - 5.2.1 for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - 5.2.2 for building excavating or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes

5.3 by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

5.3.1 if the rent or any part thereof is in arrear for not less than forty days after demand for the same, or

5.3.2 if it appears to the Council that the Tenant has not duly observed the conditions contained therein

6. Notices

Any notice required to be given by the Council to the Tenant shall be given by special delivery post a written notice by the Chief Executive of the Council or other authorised officer of the Council for the time being addressed to the clerk of the Tenant at his or her last known address and any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the clerk of the Tenant and sent by pre-paid post letter to the Chief Executive of the Council

IN WITNESS whereof the parties hereto have signed this agreement the day and year first before written

SIGNED on behalf of KETTERING
BOROUGH COUNCIL

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Head of Democratic and Legal Services
(Proper Officer for this Purpose)