

Haxey Parish Council Parish Land Rental Agreement

The purpose of this agreement is to enable Haxey Parish Council to let its owned land in various parts of the Parish, solely for agricultural related use. Any other proposed use of the land shall require the Tenant to obtain the full consent of the Council BEFORE any change is affected.

An Agreement made the, Two Thousand and ten between Haxey Parish Council (hereinafter called the Council) and..... (hereinafter called the tenant) whereby the Council agree to let the tenant who agrees to take all that land comprising upon the following terms and conditions.

1. The tenancy shall be yearly commencing on the eleventh day of October and shall continue from year to year determinable by either party in writing to expire on 11th October.
2. The rent to be paid annually in advance shall be the sum of per annum, to be paid on 11th October. The Council reserves the right to alter the rent on giving twelve months notice in writing to the tenant.
3. The tenant hereby agrees that he will not underlet, assign or part with possession of the land without the previous consent of the Council in writing.
4. The tenant agrees that he will thoroughly and properly cultivate, manure and keep the land in good condition and will prevent the seeding of all noxious weeds which if do become established shall be removed and brought under control by the Tenant.
5. The tenant agrees that he will keep all gates, hedges, fences ditches, watercourses and paths in good repair and condition.
6. Any Officer of the Council, or any member of the Council authorised by resolution of the Council or person appointed by the Council in writing, shall have the right to enter the land and examine the site.
7. The tenant agrees that he will not cause any nuisance or annoyance¹ 'by any means' to occupiers of adjacent land, nor obstruct any path.
8. The Council agrees that in the event of the tenant making any improvement or beneficial alteration to the land, it will pay the tenant such compensation as may be agreed between the tenant and the Council and, in default of agreement, such compensation shall be determined by valuers, the cost of such valuation to be borne by the tenant. Any such improvement shall be previously sanctioned by the Council.
9. Notwithstanding the Agricultural Holdings Act 1986 the Council agrees that, the tenant paying the rent and performing the above conditions, the tenant shall remain in undisturbed possession of the land PROVIDED ALWAYS that if the rent (or any part of it) shall be in arrears for six months (whether legally demanded or not) or if there be any breach of the above conditions, the Council or its agent may re-enter and take possession of the land and the tenancy hereby created shall cease.

Haxey Parish Council Parish Land Rental Agreement

Signature..... Tenant

Witness

Address

Occupation

Signature Haxey Parish Council

Witness

Address

Occupation.....

¹ Nuisance and annoyance is described as but not limited to that caused by noise, visual effects smell or obstruction.