

(11) Not cut or prune any timber or other tree without the prior consent in writing of the Council or take sell or carry away any mineral gravel soil sand earth or clay -----

(12) Not keep any animals birds or livestock except rabbits pigeons or hens on the allotment without the prior written consent of the Council -----

(13) Restrict the keeping of any animals birds or livestock permitted by virtue of (12) above to an area not exceeding one third of the total area of the allotment and use the remainder of the allotment for the purpose of cultivation

(14) Not use or allow to be used any building on the Allotment for the purpose of living or sleeping -----

(15) Not use the allotment or any part of it or suffer or permit it to be used for the tipping of extraneous waste or refuse and remove from allotment for proper disposal all waste or refuse generated therefrom with the exception of any organic matter for use as garden compost -----

(16) Not erect or permit or suffer the erection of any building or structure on the Allotment including any internal fencing without the prior written consent of the Council -----

(17) Maintain in a good and safe state of repair all buildings and structures on the Allotment provided that if the Tenant fails so to maintain such buildings or structures the Council may after giving twenty eight days notice of its intention to do so enter the Allotment and carry out the said maintenance and may recover the cost of such work from the Tenant -----

(18) Not allow any children or dogs to be on the Allotment unless in the presence of a responsible adult -----

(19) Not use any barbed wire adjoining any path set out by the Council for the use of allotment gardeners -----

(20) Observe and perform all rules and directions made from time to time by the Council for the cultivation or management of the Allotment and permit any authorised agent of the Council at any time to enter and inspect the allotment in order to ascertain the tenants compliance with the terms of this Agreement or to investigate any dispute between allotment holders upon which the Council's ruling shall be final -----

(21) On the determination of the tenancy leave the allotment in such condition as shall be in compliance with the obligations herein provided that if the tenant fails to perform the said obligations the Council will execute such works as are necessary to restore the allotment to a lettable condition and the cost shall be a debt due from the tenant to the Council and be recoverable by action -----

4. This tenancy may be ended in one of the following ways:- -----

(1) By the Council or the Tenant giving twelve months or longer notice in writing expiring on or before the Sixth day of April or on or after the Twenty ninth day of September in any year -----

(2) By the Council by re-entry -----

(a) (i) At any time in the event of the Tenant becoming bankrupt or entering into any composition with his creditors -----

(ii) Upon the death of the herein named tenant -----

- (b) After one months notice in writing to the tenant expiring at any time if :-
 - (i) the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
 - (ii) the tenant is in breach of his obligations under this Agreement provided that if such breach relates to the cultivation of the Allotment at least three months have elapsed since the date of this Agreement or
 - (iii) the tenant is resident more than one mile out of the area of the Barnsley Metropolitan Borough -----
 - (c) After three months notice in writing in the event of the land being required for building mining or any industrial purpose or for roads or sewers necessary in connection with any of those purposes or if the land was originally acquired by the Council for a specific purpose (e.g. housing or education) and it is now required for that purpose -----
5. The Council hereby reserves the right to review the rent payable under the provisions of Clause 2 herein with effect from the First day of February in any year during the continuance of this Agreement (hereinafter called “the review date”) upon the Council giving to the tenant not less than three months’ notice in writing (in accordance with the provisions contained in Clause 6 herein) prior to each respective review date -----
 6. Any notice required to be given by the Council to the Tenant may be signed by the Assistant Director, Neighbourhood Services and shall be sufficiently given if either served on the tenant personally or posted by pre-paid post to him at his last known place of residence and any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the tenant and sent by pre-paid post to the Assistant Director, Neighbourhood Services -----
 7. The tenant’s residence shall for the purpose of Clause 6 be either his address as given in this Agreement or any change of address notified to the Council under Clause 3 (5) -----

AS WITNESS the hands of the Assistant Director, Neighbourhood Services on behalf of the Council and the tenant the day and year first above written

SIGNED by the)
 Assistant Director,
 Neighbourhood Services/
 Project Manager, Parks

in the presence of:-)
 Dated)

SIGNED by the Tenant in)
 the presence of :-)
 dated)