

## **ALLOTMENT TENANCY AGREEMENT**

### **ALLOTMENT GARDENS, WESTERLEIGH ROAD, PUCKLECHURCH, BRISTOL**

THIS AGREEMENT made on the 1<sup>st</sup> April xxxx, between Pucklechurch Parish Council, of 51 Fouracre Road, Bromley Heath, Bristol BS16 6PG ('the Council') and xxxx ('the tenant') by which it is agreed that:

1. The Council shall let, to the tenant Plot x, Allotment Garden situated at Westerleigh Road, Pucklechurch.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of April xxxx and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £20.00 whether demanded or not which shall be payable in one instalment and for every year after the first year of the tenancy the first instalment shall be due on the anniversary of the commencement of the tenancy. The Council shall reserve the right to increase the rent on an annual basis. Tenants will be notified in writing.
4. The Parish Council accepts no liability for the loss, fire, theft or damage of any property stored or left at the allocated plot. Any items left are entirely at the tenant's own risk.
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by the tenant and their family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
7. The tenant shall reside within the parish of Pucklechurch during the tenancy.
8. If the tenant moves from the parish of Pucklechurch, the plot must be relinquished to the Parish Council
9. During the tenancy, the tenant shall:
  - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
  - b) shall under no circumstances bring any waste to their allotment for disposal. This will constitute a criminal offence and liable for prosecution under the Environmental Protection Act 1990. Any waste produced by tenants must be removed from site. All green waste should be composted;
  - c) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - d) not keep livestock or poultry in the Allotment Garden;
  - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;

- f) be entitled to erect a shed/greenhouse, such structures shall be maintained and in good repair;
  - g) maintain & keep in good repair the fences and gates forming part of the Allotment Garden;
  - h) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
  - i) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
  - j) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - k) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - l) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
  - m) Tenants must ensure that 1/3 of the plot is cultivated within 3 months of joining the site and 2/3 within 12 months of taking over the plot.
10. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
11. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
12. The tenancy will be terminated by the Council by service of one month's written notice on the tenant if:
- a. the rent is in arrears for 40 days or;
  - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
  - c. the tenant lives more than one mile outside of the parish of Pucklechurch.
- 13.. If the tenant shall have been in breach of any of the foregoing clauses, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
14. The termination of the tenancy by the Council in accordance with clause 11 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
16. On the termination of the tenancy, the tenant shall agree to ensure that the plot is left in good order, remove any shed, greenhouse other building or structure erected in the

Allotment Garden, within 4 weeks, unless the Council agrees otherwise which shall be confirmed in writing to tenant. If waste remains when the tenancy terminates, the cost of removal will be met by the tenant.

17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed by .....

And.....

[The tenant]

[signature of the Council's Proper Officer] For and on behalf of the Council

Agreement reviewed and agreed on 4<sup>th</sup> July 2018 agenda item 9h