

# GREAT BEDWYN PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

## *This Agreement*

Made on the.....day of.....201....., between Great Bedwyn Parish Council  
(The Council)

And (name).....

(Address).....

..... (The Tenant)

It is agreed that:

1. The Council shall let to the Tenant to hold as Tenant from year to year the Allotment Garden of approximate area.....m<sup>2</sup>, being part of the Allotments provided by the Council, and numbered.....in the Council's Allotment Register.
2. The tenant shall pay a yearly rent in advance of £..... On the 1<sup>st</sup> of April each year, after the commencement of the tenancy. On commencement of the tenancy, the Tenant shall deposit £25 with the Council, returnable without interest upon termination, and subject to the deduction of any outstanding rent, or reasonable costs for re-instating the condition of the allotment if it has been neglected.
3. The Council may, from time to time, conduct a rent review, when the rent can be altered after a period of notice of one month. If the rent is in arrears for at least 40 days, or if the tenant is not observing the rules relating to the allotment (see 5.) the tenancy may be terminated.
4. The tenancy may be terminated by either the Council or the Tenant serving 12 months written notice to quit expiring on or before the 6<sup>th</sup> April or on or after the 29<sup>th</sup> of September in any year.
5. The tenant shall during the tenancy carry out the following obligations:
  - (a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated;
  - (b) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council;
  - (c) No livestock or poultry of any kind shall be kept upon the Allotment Garden without the written permission of the Council.
  - (d) No dog shall be brought into the area of the Allotments unless the animal's owner is an allotment holder, and all dogs must be kept on a lead at all times.
  - (e) The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden;

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- (f) The tenant shall not erect any building or other permanent structure on the Allotment Garden or fence the Garden without first obtaining the written consent of the Council;
  - (g) The tenant shall maintain in decent order all fences, hedges and ditches bordering the Allotment Garden.
  - (h) The tenant shall not without first obtaining the written consent of the Council lop or fell any tree growing on the Allotment Garden;
  - (i) The tenant shall cultivate the Allotment Garden only for the production of fruit, vegetable and flowers for domestic consumption by himself and his family.
  - (j) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
  - (k) The tenant shall not obstruct any of the paths on the Allotments.
  - (l) The Tenant will not burn or allow to be burned any chemical or plastic material on any part of the allotment. Any bonfires must be supervised and take into consideration possible smoke nuisance to anyone else.
6. The Council shall pay all rates, taxes or other assessments that may be levied at any time.
  7. If the tenant has been in breach of any of the conditions of this agreement for one month or longer, the council may terminate the tenancy.
  8. On termination of the tenancy, the Tenant will be entitled to remove any crops, buildings or equipment within a reasonable time, to be agreed with the Council, beyond which, the Tenant shall have no claim.
  9. Any notice of termination must be in writing to the Clerk or the Tenant at his/her home address.

Signed.....Mgr Village Open Spaces.

Signed..... the Tenant

This agreement is modelled on the tenancy Agreement for Allotment Gardens of less than 0.101 hectares for domestic cultivation only, issued by NALC