

# GREAT BEDWYN PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

**THIS AGREEMENT** made on the ..... day of ..... 20 ..... between  
Great Bedwyn Parish Council (The Council) and (name).....  
(address) .....  
..... (The Tenant)

To which 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 October 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 with a period of notice of one month.
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 condition in a good state of fertility and cultivation to a minimum of 70% of the total plot.
  - 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. Children of tenants must be supervised at all times on the Allotment and stay within the boundary paths of their parents plot area. They must not visit the Allotment Garden without an adult being present.
  - d. All water butts and containers shall have a secure lid or cover to reduce the risk of accidental drowning.
  - e. No livestock or poultry of any kind shall be kept upon the Allotment Garden without the written permission of the Council.
  - f. 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.

- g. 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.
  - h. The tenant shall maintain in decent order all fences, hedges, ditches and flood ditches bordering the Allotment Garden and shall not obstruct any of the paths on the Allotments.
  - i. The tenant shall not without first obtaining the written consent of the Council lop or fell any tree growing on the Allotment Garden.
  - j. The tenant shall cultivate the Allotment Garden only for the production of fruit, vegetables and flowers for domestic consumption by the tenant and his/her family.
  - k. The tenant will keep the Allotment Garden free from hazards such as broken glass, scrap metal and barbed wire, as well as pollutants such as tyres and asbestos.
  - 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 others.
  - m. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
  - n. The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden
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.

General Data Protection Regulations (GDPR) May 2018

I am aware that Great Bedwyn Parish Council retains personal data that I have provided, and that this information is confidential and is stored securely. I understand that this information will only be disclosed outside the Council with my permission.

Signed.....Clerk to Great Bedwyn Parish Council.

Signed..... the Tenant

This agreement is modelled on the Tenancy Agreement for Allotment Gardens for domestic cultivation by National Association of Local Councils (NALC), and the leaflet Health & Safety on Allotments produced by the National Allotment Society (NSALG)