

GREAT BEDWYN PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made on the date of between Great Bedwyn Parish Council (The Council) and (The Tenant), of

Please can we ask all Tenants to confirm your latest contact details below, so we can ensure our records are kept up to date:

email.....phone.....

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 of **XX** square metres, being part of the allotments provided by the Council, and numbered **XX** in the Council's allotment register.
- 2.** The Tenant shall pay annual rent in advance of the 1st November each year, after the commencement of the tenancy.
- 3.** On commencement of the tenancy, the Tenant shall deposit £50 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.
- 4.** New Tenants who take on a plot between November and April are required to pay the full plot fee. Tenants taking on plots between April and October will be required to pay 50% of the plot fee. Tenants who paid annual rent but give up their plots during the year will be offered a refund at the following rate: between November and January 100% refund, between February and April 50% refund, between May and October no refund.
- 5.** The Council reserve the right each year to review and increase fees on the annual tenancy agreements.
- 6.** 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 section 8), or if the Tenant is resident more than two miles out of the parish for which the allotments are provided, the tenancy may be terminated with a notice period of one month.
- 7.** The tenancy may be terminated by either the Council or the Tenant, serving 1-month written notice to quit.
- 8.** The Tenant shall during the tenancy carry out the following obligations:
 - 8.1** The Tenant shall use the plot as an allotment garden wholly or mainly cultivated for the production of crops for consumption by the Tenant or their family and for no other purpose.
 - 8.2** The Tenant shall not sub-let an allotment or any part of it, nor pass it on to any individual not named in the tenancy agreement.
 - 8.3** It is imperative the Tenant works the whole of their allotment. To ensure this is adhered to, each plot will be regularly inspected, and any perceived problems will be discussed with the allotment Tenant who will be required to undertake any remedial action promptly (i.e. within four weeks), or forfeit the plot.
 - 8.4** To be fair to other plot holders, weeds must be eradicated as soon as they appear, to

stop them spreading across plots.

- 8.5** Tenants are responsible for keeping grass borders in and surrounding their plots cut short.
- 8.6** No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the allotments provided by the Council.
- 8.7** Children of Tenants must be supervised at all times on the allotment and stay within the boundary paths of their parent's or guardian's plot area. They must not visit the allotment garden without an adult being present.
- 8.8** All water butts and containers shall have a secure lid or cover to reduce the risk of accidental drowning.
- 8.9** No livestock or poultry of any kind shall be kept upon the allotment garden without the written permission of the Council.
- 8.10** 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.
- 8.11** Tenants must exercise great care with types of weed killer used on the allotments. Containers used for weed killer must not be washed out in the ditch.
- 8.12** The Tenant shall not erect any building or other permanent structure on the allotment garden without first obtaining the written consent from the Council. Any fences over 1 metre around plots must have prior permission from the Council before erection. The Tenant is responsible for removing any structures on their plot at the end of tenancy.
- 8.13** The Tenant shall maintain in decent order all fences, hedges, ditches and flood ditches bordering the allotment garden, including the perimeter hedges, and shall not obstruct any of the paths on the allotments.
- 8.14** The Tenant must not damage or remove any fences or hedges, and not block or otherwise fill any flood ditches. Damage or blockages to the above must be reported to the Clerk or RFO as soon as it is noticed.
- 8.15** 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.
- 8.16** 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. No burning of domestic waste is permitted at the allotments.
- 8.17** The Tenant shall permit the inspection of the allotment garden by any officer of the Council at all reasonable times.
- 8.18** Wasps nests on Tenant's plots are the responsibility of the Tenant to remove. Those on access paths are the responsibility of the Council to remove.
- 8.19** No trees, other than dwarf fruit or nut trees, a maximum of a third of a plot shall be planted, and the Tenant must obtain express written permission from the Parish Council beforehand. The Tenant is responsible for protecting new trees from deer and other wildlife. The Council does not supply wire or netting for this purpose.

8.20 Where a tree is in existence on a Tenant's plot at the start of a tenancy, the Tenant takes responsibility for trimming the tree to keep it away from other plots to ensure it does not interfere with sunlight on other plots, using hand tools at ground level. Where a tree requires further intensive trimming, the plot holder should make their request in writing to the Parish Council who will assess the situation and act accordingly with professional advice. The Tenant is responsible for protecting existing trees from deer and other wildlife. The Council does not supply wire or netting for this purpose.

8.21 If a plot holder wishes to have any trees removed, they should make their request in writing to the Parish Council upon which they will either need to supply a self-funded quote for tree removal or state if they will be removing themselves. Tenants removing trees themselves will be liable should any damage be caused.

8.22 Adding of manure. Well-rotted manure can be added to plots to aid the growing of crops. Fresh manure should only be added to plots where crops can be grown at the same time. If storing fresh manure for future use, it should be kept on your plot in an area no larger than 1x1 metre square at the base. A plot should not remain unworked due to fresh manure being added.

8.23 The Tenant must not place household food waste on compost heaps to prevent any rat infestation.

8.24 The Tenant shall not use any area on or around the site as a storage area for non-allotment related items

8.25 If a new tenant takes on an overgrown plot between April-October, they are permitted to put membrane down in the first season only and must cultivate it each year thereafter.

8.26 Tenants are not permitted to shoot, or attempt to shoot, or otherwise destroy rabbits, birds or vermin on or near the allotments.

8.27 Allotment holders must not plant any new hedging, except with the express written permission from the Parish Council beforehand. Tenants will be responsible for removing any hedging planted without permission, or they will be charged if the Council arranges removal.

9. The Council shall pay all rates, taxes or other assessments that may be levied at any time.

10. 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 and give 4 weeks' notice to vacate the plot.

11. On termination of the tenancy, the Tenant will be entitled to remove any crops, buildings or equipment within a reasonable time (but not longer than 4 weeks), beyond which, the Tenant shall have no claim.

12. Any notice of termination must be in writing to the Clerk or RFO or to the Tenant at their home address.

Insurance cover:

Our insurers have asked us to confirm to you that as far as activities undertaken on the land by any individual plot holders or an association, these will not usually be the responsibility of the council unless the association is adopted as a formal subcommittee of the council, which is rarely the case.

In the case of an association being in place, the association should look to arrange a group Public Liability Insurance policy which can be obtained at a low cost by joining a body such as The National Allotment Society. Please refer to their website –

<http://www.nsalg.org.uk/join-us/membership/>.

Where no association exists: if the individual plot holders possess a home contents' insurance policy they may find this provides personal liability cover for their activities. This should be checked by the plot holder.

General Data Protection Regulations (GDPR) 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..... Date.....

Responsible Financial Officer, Great Bedwyn Parish Council

Signed..... Date.....

Print Name.....

The Tenant