YATTON PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made on the day of April Two thousand and Sixteen between YATTON PARISH COUNCIL (hereinafter called "the Council") by the hand of Aleana Baird its Clerk and duly authorised Agent and of Yatton BS49 4 (hereinafter called "the Tenant") whereby:

- 1. Subject to the provisos hereinafter contained, the Council agrees to **renew/let** to the Tenant a yearly tenancy from the first day of April Two thousand and Fifteen the allotment garden numbered in the Council's Allotment Register, being part of the Allotments provided by the Council at Mendip Road Yatton.
- 2. The Tenant hereby agrees with Council as follows:
 - i. To pay an annual rent in advance of Pounds pence subject to annual review by Council providing the Tenant one year's written notice of any such change;
 - ii. if a new tenancy, to deposit a bond of twenty five pounds that may be forfeit under the terms of para.5v in any breach of this agreement by the Tenant;
 - iii. to use the allotment only for growing fruit, vegetables and flowers for domestic consumption by the Tenant and his/her family as he/she sees fit without commercial gain in accordance with Section 22(1) of the Allotment Act 1922;
 - to keep the allotment garden clean, free from weeds and otherwise maintain it in a good state of cultivation and fertility; at least 75% of the plot must be under active cultivation during the main growing season April to October (rough dug, green manure or planted out with edible crops);
 - v. to keep any pathway abutting the allotment garden trimmed, reasonably free of weeds and excepting the central pathway, a minimum of 18 inches wide, 9 inches being contributed by each plot, notwithstanding that Council shall be responsible for mowing the central pathway;
 - vi. to exercise due duty of care and not cause or permit any danger or nuisance, nor obstruct or encroach on any path including the central pathway or roadway set out by the Council for the use of the occupiers of the allotment gardens within the allotment site;
 - vii. not to underlet, assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing of the Council;
 - viii. not without prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, sand, gravel, earth or clay not owned by the tenant;
 - ix. not without prior consent in writing of the Council to erect any building on the allotment garden nor fence adjoining any path set out for the use of occupiers of the allotment gardens;
 - x. except compost matter and manure as may reasonably be required for cultivation, not to deposit or permit others under their control to deposit on the said allotment garden any refuse or decaying matter nor to place any matter in any hedges, ditches or dykes situated in the said allotment site or adjoining land;
 - not to connect water hoses to the stand pipes *at any time* nor light bonfires or incinerators except between 1st October and 31st March when they *must* be suitably shielded by the tenant and completely extinguished and cooled before the tenant leaves the allotment garden;
 - xii. to ensure the ends of all canes and sticks except those above head height are covered with visible caps when used near pathways on the allotment garden;
 - xiii. not to use glass on the allotment garden for cold frames, cloches or any other construction;
 - xiv. to ensure children are kept under control and supervised at all times;

- xv. except for assistance dogs securely held on a leash by their bona fide handlers, not to take or permit a dog into the said allotment site;
- xvi. to exercise care when using herbicides and pesticides and not to store hazardous chemical substances on site at any time;
- xvii. to make secure and cover all forms of water container on the allotment plot wherever practicable in accordance with the aims of para. 2vi;
- xviii. to notify forthwith the Council of any change of address of the Tenant;
- xix. to surrender the allotment garden at the end of the tenancy in compliance with para. 2iv;
- to observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given in accordance with Clause 6 of this Agreement;
- xxi. not to keep bees on the plot.
- 3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his/her part contained within this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
- 4. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged on the allotment garden.
- 5. This tenancy shall terminate on the death of the Tenant or in any of the following manners:
 - i. should the Tenant surrender his/her residency within the Parish of Yatton;
 - ii. by the Council giving the Tenant twelve months previous notice in writing expiring on or before the 6th day of April or on or after the twenty ninth day of September in any year;
 - iii. by the Tenant giving the Council notice at any time either in writing or verbally;
 - iv. by re-entry by Council should the allotment be appropriated under a statutory provision and subject to the Council giving previous notice in accordance with the statutory requirements;
 - v. by re-entry by Council at any time after giving one month's previous written notice and whereas **any** bond deposited with Council shall be forfeit if :

the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not without satisfactory explanation that is acceptable to Council;

it appears to Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained and that the Tenant has failed to make amends or provided satisfactory reason to Council following two months previous warning;

- vi. In the event of death, or inability through ill-health or age of a Tenant to work his/her allotment garden, the Council may at its discretion take the land and re-let or deal with the matter as it thinks fit giving special consideration to family and co-workers of the garden.
- 6. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant by leaving it at or posting it to the Tenants last known place of abode or by fixing the notice in a conspicuous manner on the allotment garden.
- 7. Council and Tenant acknowledge that this Tenancy agreement does not supersede any statutory legislation or provision of the Allotment Acts or their replacements.
- 8. Any issues of dispute that cannot be resolved by the allotments plot holders themselves will be referred to the Amenities & Properties Committee in the first instance, with the Parish Council being the final arbiter.

signed_____ Tenant

signed _____ Clerk of Yatton Parish Council