



- 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;
  - xx. 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 6<sup>th</sup> 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