

LONGHOPE PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made this day 1st April 2023 between the **PARISH COUNCIL OF LONGHOPE** in the county of Gloucestershire (hereinafter called the "Council") of the one part and of (Hereinafter called the "Tenant") of the other part.

WHEREBY the Council agrees to let and the tenant agrees to take on a yearly tenancy from the **1st day of April 2023** the allotment plot number.....in the register of allotments provided by the council at the annual rental of **£20** per plot payable yearly, and appropriately for any part of the year over which the tenancy may extend. The annual renewal of this tenancy will be automatic on payment of the annual rent in full on, or within the 30 days following, the 1st of April each year.

THE TENANCY is subject to the Small Holdings and Allotments Act of 1908, the Allotments Act 1922 the Allotments Act 1950 as well as the regulations endorsed on this agreement and also to the following conditions;

1. The rent will be reviewed by the Council prior to each anniversary of the commencement date (1st April) of this Agreement and thereafter the rent shall be increased or decreased by such sum as the Council deem reasonable.
2. The Tenant shall reside within the boundaries of the Parish of Longhope for the duration of the tenancy, with the Parish of Longhope being their primary place of residence.
3. The Tenant shall notify the Council forthwith of any change of address.
4. The rent shall be paid on, or within the 30 days following, the 1st day of April each year.
5. The Tenant shall use the plot as an allotment only (that is to say wholly, or mainly, for the production of vegetable or fruit crops for consumption by the Tenant and their family) and for no other purpose.
6. The Tenant shall undertake to keep the plot clean and free from weeds and in a good state of cultivation and fertility, and in a generally good condition throughout the term of their tenancy.
7. The Tenant shall keep all grass paths bordering their allotment properly cut and trimmed and maintain them to a state of good repair.
8. The Tenant shall not, without written consent of the Council, make any use of any unused open areas of the site not formally part of their individually designated allotments.
9. The Tenant shall observe a fair use policy when using any water source supplied by the Council. The Tenant accepts that the metred water supply is an expensive commodity and should not be used wastefully. The Tenant agrees that they will not leave hosepipes or sprinklers unattended. If the Tenant is felt, in the opinion of the Council, to be wilfully or neglectfully wasting water this could result in the Tenant being issued with a notice to quit.
10. The Tenant and, by association, any person accompanying the Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the Council for the use of the occupiers of the allotment.
11. The Tenant shall not sublet, assign, or part with the possession of the allotment or any part thereof without the written consent of the Council.
12. The Tenant shall not without written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
13. The Tenant shall remove all of their own rubbish from the allotment, or compost it on their own allotment space, and not leave it on any part of the allotment garden site.
14. Whilst the Tenant may create a bonfire using the designated bonfire area, they shall accept sole responsibility for doing so, and it shall be used solely for the disposal of appropriate green waste generated on site. No bonfire shall be left unattended at any time, and all necessary steps shall be

taken to ensure the bonfire remains within the Tenants control at all times and is fully extinguished before their departure. Wherever possible, green waste should be composted on the Tenants plot, and burning avoided. Tenants should remain mindful of fellow plot holders, as well as local residents. Any bonfires or burning that could be considered dangerous or a nuisance will be treated as a breach of this agreement.

15. The Tenant shall not keep any livestock on the allotment, unless permitted by statute, without the prior written consent of the Council.
16. The Tenant shall not without the written consent of the Council erect any buildings or structures of any kind upon their allotment. Where such consent is granted, the tenant shall be wholly responsible for the removal of any such buildings or structures on or before the expiry of their tenancy. Where a tenant fails to remove, upon request by the Council, any building/structure the Council shall be entitled to recover any costs it incurs in undertaking such removal works.
17. The Tenant shall keep any fences, gates or sheds upon their allotment in good repair.
18. The Tenant shall not use any barbed wire on their allotment for any purpose.
19. The Tenant shall maintain a safe environment for themselves and other allotment Tenants. Tenants shall, at all times, adhere to safe working practices, consistent with their duty of care to themselves, visitors and other plot holders, the Council shall be fully indemnified against any failure to do so by the Tenant.
20. No children under the age of 16 years are to enter the allotments unless accompanied by a tenant or without the express consent of the Council. While on the allotment gardens, Tenants will be solely responsible for the health, safety and behaviour of all accompanying children and their observance of Condition 10 above.
21. Any member of the Council shall be entitled at any time, and without notice, to enter and inspect the allotment gardens.
22. In any case of dispute, between the Tenant and any other occupier of an allotment garden on the allotment site, shall be referred to the Council whose decision shall be final.
23. The Tenant or a representative of the allotment gardens shall attend the Parish Council meeting where the annual Terms and Conditions of the Allotment Gardens are reviewed.
24. This agreement does not confer any right of succession and the Tenancy of the allotment shall terminate upon the yearly rent day following the death of the Tenant.
25. The Tenancy shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the council by re-entry after one month's notice:
 - (i) If the rent is in arrears for not less than 40 days OR
 - (ii) If the Tenant is not duly observing any of the conditions of their tenancy and fails to comply with a written notice properly issued to them by the Council OR
 - (iii) If they become bankrupt or compounds with their creditors.

In accordance with the Allotments Act 1922 Section 1(1)(a) tenancy may also be terminated by the Council or the Tenant by no less than six months' notice in writing expiring on or before the 6th day of April or on or after 29th day of September in any year.

Signed

Clerk & RFO / Chairman For the Council

Signed

Tenant

Date.....