

Agreement Ref.:
Invoice No.:



BOTTESFORD PARISH COUNCIL

Serving the People of
Bottesford, Muston,
Easthorpe and Normanton

BOTTESFORD PARISH COUNCIL ALLOTMENT GARDEN TENANCY AGREEMENT

THIS AGREEMENT made on the [insert date] day of [insert month] 20[complete] between Bottesford Parish Council in the Borough of Melton in the County of Leicestershire, of Clerks Office, The Old School, Grantham Road, Bottesford, Nottingham, NG13 0NF; thereafter called the 'Parish Council' and:

Tenants Full Name:
Tenants Address:
Postcode:
Telephone Number:
Email Address:

Thereinafter called the 'Tenant'.

Whereby which it is agreed as follows:

1. The Parish Council agrees to let, and the Tenant agrees to take on a tenancy, from the 1st day of April 2022 and thereafter, a yearly tenancy from 1st April, the allotment garden situated at the [insert location name] group of allotments and referenced as plot number [plot] in the Parish Council's Allotment Register and outlined in red for identification purposes only on the plan attached, containing [insert size] square metres or thereabouts at a rent of £[insert amount] payable annually in advance.

Note:

Allotment rents are calculated at the rate of £0.18 pence per square metre or part square metre subject to a minimum annual rent of £12.00.

Allotment rents are rounded-up to the nearest pound (£).

Tenancies taken from 1st April to 30th September will be charged at a full years' rental. Tenancies taken after the 30th September, will be charged a half year rental.

2. The Tenant agrees to make payment via BACS or Online Bank Transfer within 14 days of having received a tenancy sales invoice. Payments to be made to:
Accountholder: **Bottesford Parish Council**
Sort Code: **40-32-14**
Account: **51577565**
3. The Tenant agrees to pay the rent at the times and in the manner aforesaid.
4. The tenancy shall commence on 01st April 2022 and continue until terminated by either party under the terms below.

5. The Tenant shall reside within Parish of Bottesford's (*i.e. Bottesford, Easthorpe, Muston and Normanton*) boundaries during the tenancy.
6. The Tenant agrees with the Parish Council:
 - a) That the Parish Council may increase the yearly rent upon giving to the Tenant not less than three months' notice of such rent increase. The Tenant shall have the option of terminating the tenancy by written notice to the Parish Council received no later than the day before such increase shall take effect or of remaining a Tenant, subject to the same terms and Conditions as previously existing, but at the increased rent.
 - b) If the Tenant shall remain in possession after the day on which any such increase takes effect, he/she shall be deemed to have elected to remain Tenant as aforesaid.
7. The Tenant, hereby agrees with the Parish Council that during the tenancy, the Tenant shall:
 - a) Ensure that the allotment plot is **clearly numbered**.
 - b) Use the plot as an allotment garden wholly or mainly for the cultivation and production of fruit, vegetable and flowers for use and consumption by the Tenant or his/her family and for no other purposes.
 - c) Not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the allotment garden.
 - d) Use the allotment plot for gardening purposes only and shall not without the prior written consent of the Parish Council use the allotment garden plot or any part of it to buy and sell garden produce or to carry on a trade or business or to store any article not normally used in husbandry.
 - e) Keep the allotment plot clean and in good state of cultivation, fertility and condition.
 - f) Keep every hedge (*if any*) that forms part of the allotment plot properly cut and trimmed and pathways kept in a reasonable condition and size for access and not obstructed.
 - g) Not cause any nuisance or annoyance to the occupier of any other allotment garden plots nor obstruct any path set out by the Parish Council for the use of the occupiers of the allotment gardens.
 - h) Not cause any nuisance or annoyance to the owners or occupiers of properties or land adjoining the allotment gardens.
 - i) Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment gardens or the allotment garden plot of another tenant.
 - j) Not plant on the allotment garden plot any trees, shrubs or fruit bushes or any crops which require more than 12 months to mature without written consent of the Parish Council. All trees, shrubs and bushes are to be removed at the end of the tenancy, unless agreed with the incoming Tenant and the Parish Council.
 - k) Not without prior written consent of the Parish Council erect any greenhouse, garden shed or other structure on the allotment garden plot. All structures to be removed at the end of the tenancy, unless agreed with the incoming Tenant and the Parish Council.

- l) Not erect fencing around individual allotment garden plot.
- m) Not without written consent of the Parish Council keep any animal, bird, livestock or bee hive on the allotment garden plot except to the extent permitted by Section 12 of the Allotment Act 1950.
- n) Not cut, lop or fell any tree growing on the allotment garden site or its perimeter boundaries without first obtaining the Parish Council's written consent and if appropriate planning permission.
- o) Only permit dogs to be allowed on the allotment gardens if under strict control and kept to the Tenant's own allotment plot.
- p) Be responsible for ensuring that any person present in the allotment garden with or without the Tenant's permission does not suffer personal injury or damage to their property.
- q) Not assign the tenancy, nor sub-let or part with the possession of the allotment garden plot or any part thereof without the written consent of the Parish Council.
- r) Permit the Parish Council's employees, officers, servants and agents to enter on to the allotment garden plot, at all reasonable times, and to inspect the state and nature of cultivation.

Note:

Failure to comply with these conditions will result in a 'Notice to Comply Within 28 Days' being issued. Failure to comply with this, will, after a further 28 days, result in a 'Notice of Termination of Tenancy' being issued which shall bring the Tenancy to an end.

- 8. The Tenant shall observe and comply with any such additional rules or regulations that the Parish Council may make or revise, that may be notified to the Tenant from time to time, in the interest of the regulation and good estate management of the allotment gardens.
- 9. The tenancy may be terminated by the Parish Council by the serving on the tenant not less than twelve months' written notice to quit, expiring on or before the 31st day of March or on or after the 30th day of September in any year.
- 10. The tenancy may be terminated by the Parish Council by the serving of one month's written notice on the tenant if:
 - a. The rent is in arrears for 40 days. *or*
 - b. Three months after the commencement of the tenancy the tenant has not observed the rules referred to in Clause 7 above. *or*
 - c. The tenant lives outside the Parish of Bottesford's (i.e. Bottesford, Easthorpe, Muston and Normanton) boundary.
- 11. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Parish Council may re-enter the allotment garden plot and the tenancy shall thereupon terminate but without prejudice to any right of the Parish Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
- 12. The termination of the tenancy by the Parish Council in accordance with Clause 11 or after re-entry by the Parish Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

- 13. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the allotment garden plot unless the Parish Council agrees otherwise which shall be confirmed in writing to tenant.
- 14. The tenancy may be terminated by the tenant by serving on the Parish Council not less than two months written notice to quit.
- 15. The Parish Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 16. Water Supply
 - a) Each year the water supply will be turned on during the first weekend in April and turned off again during the last weekend in October.
 - b) Under no circumstance are hosepipes to be used at any time.
 - c) Misuse of the water appliances will be the responsibility of the Tenant.
 - d) Disregard of these conditions may lead to termination of the tenancy by the Parish Council.
- 17. To be eligible for the Parish Council's allotment competition the Tenant must ensure that the allotment garden plot is clearly numbered, as failure to do so shall mean that the plot is ineligible for competition judging. If an allotment garden Tenant does not wish to enter the allotment competition, then they should arrange to cover allotment garden plot number on the judging day. *(Note: The plot number should only be hidden/obscured on that day only).*
- 18. Any notice required to be given, by the Parish Council, to the Tenant shall be duly served if sent by post in a letter addressed to the Tenant at his/her last known address or email if known or fixed in some conspicuous manner on the allotment plot.
- 19. Any notice required to be given, by the Tenant, to the Parish Council shall be duly served if sent in alike manner addressed to the Clerk for the Parish Council.

Signed by

.....
The Tenant

And

.....*[signature of the Council's Proper Officer]*

Lucy Flavin
Clerk to Bottesford Parish Council

For and on behalf of the Parish Council

Date: