



STOGURSEY PARISH COUNCIL

ALLOTMENT GARDEN TENANCY AGREEMENT

An agreement made on ____ / ____ / ____ between Stogursey Parish Council (hereinafter called 'the Council') and the Tenant (hereinafter called 'the Tenant').

NAME:	
ADDRESS:	
TEL:	
EMAIL:	

1. The Council agrees to let, and the Tenant agrees to take, for the term of one year, from 2020 to 31 March 2021, the Allotment Garden numbered (Half plot) in the Register of Allotment Gardens provided by the Council. The tenancy agreement is subject to annual review.
2. This tenancy is subject to the following Terms and Conditions of Tenancy approved by the Council with the Tenant. The Tenant shall pay a yearly rent of £16 per half plot (or £32 per full Plot) in advance by the 1st April each year (or the beginning of the tenancy). The rent will be subject to annual review. From 1 April 2020 any new tenant will also pay a deposit of £30, at the onset of the tenancy agreement, and will be repayable upon termination of the tenancy, on the provision that the allotment plot is passed back to the Parish Council in reasonable condition in accordance with the tenancy agreement.
3. The Tenant shall use the allotment plot as an allotment garden for the purposes of growing fruit and vegetables and flowers for the Tenants own consumption and for no other purpose. As the keeping of hens has proved to be a nuisance and prejudicial to health, no livestock or poultry of any kind shall be kept upon the Allotment Garden Plot.
4. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
5. The tenant shall reside within the Parish of Stogursey.
6. During the tenancy, the Tenant shall
 - a. keep the plot clean, in good condition and in a good state of cultivation and fertility, free from weeds, and avoid the spreading of weeds to neighbouring plots,
 - b. not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens. The tenants shall keep the paths in a reasonable condition, and mown as necessary at all times.
 - c. not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct any path set out by the Council for the use of occupiers of the allotment gardens.
 - d. not sub-let or part with any part of the allotment garden.
 - e. not without prior consent of the Council, in advance in writing, prune any timber or other trees or to take, sell or carry away any mineral, gravel, sand, earth or clay.
 - f. not without prior written consent of the Council, in advance in writing, erect any building, shed or greenhouse on the allotment garden(s).
 - g. not erect any fence of barbed wire adjoining any path set out for the use of the occupiers of the allotments; maintain and keep in repair the fences and gates forming part of the allotment garden and leave a minimum gap of 2' (0.6m) between the edge of their Plot and any adjoining boundary fence to allow access for maintenance.
 - h. only use approved chemicals necessary for gardening purposes on site and must be kept out of reach of children. Manufacturer's instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Council recommends that Organic alternatives should be used in preference to chemicals.

- i. not deposit, or allow other persons to deposit, on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be required for use in cultivation).
 - j. Children are not permitted at the allotment garden(s) unless accompanied by an adult. Dogs are not permitted at the Allotment Gardens at any time.
 - k. not erect any notice or advertising on the allotment gardens.
 - l. provide the Council with contact details and notify the Council of any changes in address.
 - m. yield up the allotment garden plot at the termination of the tenancy hereby created in such condition as shall be in compliance with the agreements therein.
 - n. permit any member or officer of the Council access at any time when directed by the Council to enter and inspect the allotment gardens.
7. The Tenant shall observe additional rules that the council may make or revise for the regulation and management of the Allotment Garden and that the Council consider necessary to preserve the allotment garden from deterioration.
8. The Council agrees to
- a. Ensure means of access to the above site and maintain all common services
 - b. Give three months' notice writing to the tenant of any changes in the rent payable.
 - c. To pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Gardens.
9. THE TENANCY may be terminated By the Council serving on the tenant not less than twelve months' written notice to quit
10. The The tenancy may be terminated by the Council by service 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; or
 - c. the tenant lives more than one mile outside the parish of Stogursey
11. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the 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 Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
13. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
14. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
15. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Parish Clerk.

I, the previously named Tenant, accept and agree to abide by the above Terms and Conditions and aforementioned tenancy obligations.

I agree that I have read and understood Stogursey Parish Council Allotment Tenants Privacy Notice. The council may process my information for statutory purposes, providing information and corresponding with me.

Signature of Tenant: _____ **Date:** ____ / ____ / ____

Signature of Officer: _____ **Date:** ____ / ____ / ____

PARISH CLERK
For and on behalf of the Council