

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(Plots up to 19 poles which is equivalent to 0.19 acres or 0.048 hectares)
(for domestic cultivation only)

THIS AGREEMENT made the**day of** **20**..... between
SWINDON PARISH COUNCIL (hereinafter called the Council) and

NAME _____

of **ADDRESS** _____

Tel No. _____

Email: _____

(hereinafter called the Tenant) by which it is agreed that:

- A The Council shall let to the Tenant the Allotment garden provided by the Council at STANTONS DRIVE, SWINDON, CHELTENHAM and numbered _____ in the Council's Allotment Register.
- B The Council shall let the Allotment Garden to the tenant for a term of one year commencing on _____ **2**_____ and thereafter from year to year unless determined in accordance with the terms of this tenancy.
- C The Tenant shall pay a yearly rent of £_____ whether demanded or not which shall be payable in full on the first day of October in each year. The first payment shall be due _____ days after the commencement of the tenancy. The value of the yearly rent is subject to an annual revision.
- D The tenancy may be terminated by either party to this agreement serving on the other not less than twelve months written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- E The tenant shall inform the Council forthwith of any change of address.

F THE TENANT SHALL DURING THE TENANCY CARRY OUT THE FOLLOWING OBLIGATIONS:-

- 1) Keep the Allotment Garden clean and in a good state of fertility and cultivation.
- 2) To-observe all rules and regulations relating to allotment gardens that have been made by the Council and of which the plot holders-have been notified.
- 3) The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
- 4) The Tenant shall permit access to the Allotment Garden by any representative of the Council at any time to enter upon and inspect the plot.
- 5) The Tenant shall not assign the tenancy nor sub-let the tenancy nor part with any part of the Allotment Garden and to ensure that the plot is cultivated only by the tenant or any other person for whom the Council's prior permission has been sought and granted.
- 6) 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.
- 7) The Tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by the tenant and the tenant's family.
- 8) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the Tenant's own domestic consumption which shall not be kept for a business or a trade, which must be caged accordingly.
- 9) No livestock shall be kept on the Allotment Gardens other than those referred to in (8) above without first obtaining the Council's written consent.
- 10) Where permission is granted in accordance with clauses (8) & (9) the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfaction of the Council. The Tenant will also be held entirely responsible for all costs associated with keeping livestock and for the control of vermin, disease or pests which may be due to the keeping of livestock.
- 11) To use the allotment garden as an allotment garden and for no other use.
- 12) The tenant shall maintain the plot at all times within the prescribed boundaries and will not extend the area of the plot beyond those boundaries by the tenants acts or omissions.
- 13) Encroachment by the Tenant on any path, adjoining plot or adjoining land is not permitted. Any realignment either on purpose or by accident of any boundary shall be rectified by the Tenant to the satisfaction of the Council at the Tenants own expense.
- 14) To keep the entire plot clean and properly cultivated ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease.
- 15) The Tenant shall not damage, by the tenants acts or omissions, nor to allow others to damage any fences, gates, signs, water troughs taps or other fixtures of the Council nor the fences and gates which are the property of neighbouring sites.
- 16) The Tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and shall keep in decent order all hedges forming any boundary of the Allotment Garden.
- 17) Not to plant any plant nor allow any plant to develop such that it overhangs, or obstructs the adjacent plots and adjacent common pathways.

- 18) The tenant shall keep the edges to the plot where they abut other plots and common pathways in good condition and properly edged; to reduce the risk of falling or slipping leading to injury.
- 19) The Tenant shall not obstruct or permit the obstruction of any of the paths on the allotments set out for the use of all tenants of the Allotment Gardens. To keep the common routes and pathways adjacent to the plot free from obstructions, holes and other hazards and to ensure that the pathways are maintained.
- 20) The Council cannot grant or permit the use of any access other than those that directly connect into the allotment gardens or permit the use of any pathway or route that is not wholly contained within the identified boundary of the allotment gardens.
- 21) The access and access way along the south east boundary of the allotments is not within the ownership of the Council and does not form any part of the Allotment Gardens. At no time do tenants have the permission of the Council to use the access or access way.
- 22) To ensure that the public access road is kept free of obstruction and hazards at all times.
- 23) Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission.
- 24) Not to plant any fruit trees or fruit bushes or any crops that require more than 12 months to mature without prior, written consent of the Council.
- 25) The Tenant shall not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the written consent of the Council and if appropriate planning permission.
- 26) The Tenant shall be responsible for ensuring that any person or persons present on the Allotment Garden with or without the tenant's permission do not suffer personal injury or damage to their property.
- 27) When using pegs, stakes or similar items to set them in such places and such ways that they do not overhang or obstruct adjacent plots.
- 28) To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and also to ensure that tools and other equipment are used carefully and with due regard to the safety of others.
- 29) To ensure that tools and other personal equipment are kept safe and secure when not in use and the plot holder acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused nor does the Council accept any responsibility for any injury caused by such items however caused.
- 30) The tenant shall not cause or permit any nuisance or annoyance to the owner/occupier of any land adjoining the allotment gardens and to be a good neighbour.
- 31) No nuisance or annoyance shall be caused by the Tenant to any other tenant of any other plot or any other part of the Allotments provided by the Council.
- 32) The setting and lighting of bonfires is only permitted at least 2 hours before sunset and only where there are suitable weather conditions. Bonfires should be supervised at all times and must be completely extinguished by the tenant before the tenant leaves the site.
- 33) The Tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council;
- 34) Not to deposit nor allow to deposit upon the plot nor any part of the site any spoil, refuse or other materials, excepting only manure in quantities such as may be required for immediate use in cultivation.

- 35) To clear away from the plot and the site all rubbish and other waste generated by the plot holder and not to leave such waste matter on the plot or any part of the Allotment Gardens.
- 36) Where the Council agrees to the setting aside of areas for composting down waste only waste from the tenants allotments is permitted. Any materials that are unsuitable for composting or that cannot be contained within the permitted area are to be removed by the tenant from the site at their own cost.
- 37) Not to allow children under the age of 16 on to the site unless accompanied and supervised by the plot holder, or other responsible adult.
- 38) Not to bring a dog into the Allotment Garden unless the dog is constrained to its owner's plot and does not cause any annoyance to other tenants.
- 39) The tenant shall have shared use of water on the site and is to use watering cans whenever possible for watering, and to report any malfunction/water leakage with the water troughs.
- 40) Not to use hose pipes unless written permission has been obtained from the Council.
- 41) That in any case of dispute between the tenant, and any other occupier of an allotment garden shall be referred to the Council whose decision shall be final.
- 42) By agreement with the Council only tenant's motor vehicles may be allowed access on to the allotment gardens where it is agreed to be necessary and only whilst working on their allotment gardens. No overnight parking is allowed. Tenants taking any vehicle on to the allotment gardens will do so at their own risk.
- 43) Vehicles are only to be brought on to the allotments if they do not inconvenience other allotment tenants or impede the access of other tenants to their plot, the pathways or to other parts of the allotment that they have the right to enter. At no time is a vehicle to be left unattended. The tenant is to move the vehicle if requested by another tenant.
- 44) The tenant shall observe and perform any special condition which the Council shall consider necessary to preserve the allotment gardens from deterioration and of which notice shall be given to the tenant in accordance with clauses of this agreement.

G Allotments Rules for Keeping Honey Bees on The Site

The Council permit the keeping of two hives in total on the whole of the Allotment Gardens. To keep Bees on the site you must provide the Council with certain assurances detailed below.

1. Application must be in writing to the Council. Containing proof and assurances of the stipulations below.
2. Any person wishing to keep bees on allotments must first seek the agreement of the Allotment Manager and the Allotment Committee and must undertake to abide by any rules stipulated and must satisfy the committee of their competence or that they have arranged adequate supervision.
3. Any person keeping bees on an allotment must satisfy the Allotment Committee that they have made adequate arrangements to ensure that any problems caused by their bees in their absence will be resolved.
4. The Beekeeper must be a member of BBKA (British Bee Keeping Association), as they provide both insurance and training and a member of a local beekeepers club or society.
5. Beekeepers must try to arrange for hives to be sited in a remote area of the allotment(s) away from other plot holders.
6. Beekeepers are not to place hives in positions from which flightpaths impinge on other allotment holders, houses or paths around the site or without consultation with the Association's committee.
7. Inexperienced Beekeepers must have an experienced beekeeper available when handling the bees.
8. Beekeepers are not to handle bees when other people are gardening in the vicinity.
9. Beekeepers must advertise their telephone numbers at the site of the bees and in the event of them swarming be available to retrieve the swarm.
10. Not to allow the strength of the colonies to increase to swarming strength in an unmanaged way.
11. Ensure that bees are encouraged to rise in excess of 6 feet before leaving the plot by the use of screening which could be natural hedging, wooden fencing or fine plastic / wire mesh screening. Ensure that the flight path (of low flying bees) is not directly across other plots.
12. Handling bees should be done at times when the bees are very active, thus leaving fewer in the hive.
13. Always ensure there is someone else on site in case of emergency when handling bees

- H The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- I If the Tenant shall have been in breach of any of the foregoing clauses and obligations of this Agreement (including non-payment of rent) for a period of one month or longer or on account of the tenant becoming bankrupt, the Council may re-enter upon 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.
- J On the termination of this tenancy by the Council in accordance with clause I or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
- K There will be no compensation by the Council for any crops left behind by the tenants unless otherwise agreed in writing.
- L Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.
- M On 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 the tenant.
- N This tenancy shall terminate on the death of a tenant. The tenancy shall also terminate on the day on which the tenancy or right of occupation terminates.

The tenancy may also be terminated if:

- a The rent or any part thereof is in arrears for forty days whether legally demanded or not or
 - b It appears to the council that there has been breach of the conditions and agreements on the part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens
 - c The tenant shall become bankrupt or compound with his/her creditors.
- O 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 Council's Clerk.

(Signatures)

Clerk of Swindon Parish Council: _____

Tenant: _____

NOTES: which do not form part of the Agreement.

- 1 Additional terms may be added to this Agreement to suit special local situations and inappropriate terms may be removed BUT Clauses 1 to 3, 5(i) and 7-9 must appear in any Agreement.
- 2 The rent (see Clause 2) can be made payable by instalments, if desired, but not more than one-quarter's rent may be required in advance unless the annual rent is less than £1.20 when any of it may be demanded in advance.
- 3 As a result of the decision in *Wombwell U.D.C v Burke* {1966} 1 All E.R.911 no other dates for notices to quit than those in Clause 3 can be specified.
- 4 See Clause 5(c). Under section 12 of the Allotments Act 1950 a tenant cannot be prevented from keeping hens or rabbits for domestic use.
- 5 The compensation rules are:
 - (i) A tenant may remove any fruit trees or bushes or other improvements planted or made by him or for which he has paid a previous tenant; or receive compensation for his fruit trees, bushes, strawberries, asparagus and rhubarb.
 - (ii) If the tenancy is terminated by the Council's notice to quit or by the ending of the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.
 - (iii) If the tenancy is terminated by the ending of the Council's right of occupation the tenant is entitled to the equivalent of one year's rent from the Council as compensation.
 - (iv) The Council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in a good state of fertility.
- 6 No stamp duty is payable on the Agreement.
- 7 If the allotment is more than 40 poles, or the letting is to an Allotment Society this form should not be used. Advice on these two cases can be obtained from the County Association.

The contact details for the Clerk of Swindon Parish Council may be found in the Village Newsletter and the Parish Website – <http://www.swindonparish.org.uk>

