

Barlestone Parish Council

**Tenancy Agreement for use between the Owners and Individual Tenants
of Allotment Gardens**

An AGREEMENT made this _____ day of _____ between the Parish Council of BARLESTONE (hereinafter called the Council) of the one part and

Name _____ Address _____

_____ PostCode _____ Telephone _____

Email Address _____

(hereinafter called the Tenant) of the other part. **Please complete all the above details and sign & obtain witness below.**

Whereby the Council agree to let and the Tenant agrees to take on a yearly tenancy from the 1st January 2023 the Allotment Garden numbered _____ in the Register of Allotment Gardens provided by the Council not exceeding 1220 sq. yards (subject to the exceptions and reservations contained in the lease under which the Council hold the land) at the yearly rental this year of £55 payable yearly. (£30 half plot) (£25 quarter plot)

New Tenants will be required to give a £50 deposit. This will be refundable at the end of the tenancy providing the plot is left in good condition and does not require any work to be done before it can be re-let.

The Tenancy is subject to the Regulations endorsed on this agreement and also to the following conditions -

- 1 The Annual tenancy rent shall be paid in December annually in advance on or before the **1st December** as per email/letter sent in November 2022
- 2 The Tenant shall keep the Allotment Garden clean and in a good state of cultivation and fertility and in good condition.
- 3 The Tenant shall not cause 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 the occupiers of the Allotment Gardens
- 4 The Tenant shall not sub-let, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
- 5 The Tenant shall not without the written consent of the Council, take, sell or carry away any mineral sand or clay
- 6 The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed; keep all ditches properly cleansed; and maintain and keep in repair any other fences and any other gates or sheds on his Allotment Garden. Natural boundaries being the hedges bordering May Meadow and Newbold Road
- 7 The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupier of the Allotment Garden.
- 8 The Tenant shall not without the written consent of the Council erect any building on the Allotment Garden. The Tenant to consult the Council with regard to size before erecting a shed, but the maximum size allowed is 6 ft x 4 ft. No greenhouse or glass structure or poly tunnel to be erected on an allotment garden. Small cloche's will be allowed (up to 35 cm high) but must be anchored to avoid them blowing across other tenant's plots.
- 9 The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
- 10 Any member or Officer of the Council shall be entitled at any time when directed by the Council, enter and inspect the Allotment Garden
- 11 The tenancy of the Allotment Garden shall terminate on the yearly Rent Day after the death of the Tenant, and 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 if -
 - a) the rent is in arrears for more than 40 days, or
 - b) the Tenant is not duly observing the conditions of his tenancy
- 12 Trees are not allowed to be planted on an Allotment Garden.

A minimum of three months prior notice should be given to the Parish Council of the intention to give up a tenancy in order that prior warning can be given to the new Tenant.
The tenancy may also be determined by the Council or the Tenant by twelve month's notice in writing expiring on 31st December.

WARNING

It is not an offence to have a bonfire on an Allotment Garden, but it is a punishable offence if the smoke causes a persistent nuisance to local residents.

No Bonfires can be lit during the months of April, May, June or July or on any weekend.

Fires may only be lit if the wind is blowing away from the houses.

The permission for the lighting of fires will be dependent on climate conditions. The Parish Council have authority to suspend lighting of fires at any time.

Bonfires to be sited within the Allotment Garden and not on the main access path.

NOTE

DOGS must be kept under control at all times, preferably on a lead and not allowed to wander around.

No vehicles to be parked on the approach road to May Meadow at any time due to access of emergency vehicles.

No soil, manure, or any other kind of rubbish to be dumped anywhere within the Allotment Gardens.

No covering of the allotment garden either by plastic sheeting or any other type of covering.

Barlestone Parish council agree to –

- Provide Land
- Keep main pathway maintained
- Supply water from a central point
- Necessary administration
- Consult with tenants from time to time.



Signed

Clerk to the Council

Date 01/12/22

Signed _____
Tenant

Witness _____

Date _____

For details of the Privacy Policy for Barlestone Parish Council, please see the web site.