



Allotment Tenancy Agreement

An agreement made 1st January 2019 between Stirchley and Brookside Parish Council and

It is agreed that:

The Council agree to let and the tenant agrees to take on a yearly tenancy from the 1st of January 2019 of the allotment garden **PLOT** in the register of allotment gardens kept by the Council at an annual rent of:

1 The Tenant agrees with the Council as follows:

Maintenance of Plot

- a) To maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries.
- b) To use the allotment garden as an allotment garden and for no other purpose without prior consent in writing by the Council.
- c) To keep the allotment garden clean, free from weeds and well maintained, in a good state of cultivation and fertility.
- d) To keep any paths reasonably free from weeds.
- e) To ensure that tools and other equipment are not left unattended on common paths or other areas or 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.
- f) Not to assign, underlet or part with possession of any part of the plot and to ensure that the plot is cultivated only by the plot holder or any other person for whom the Council's prior permission has been sought and granted.
- g) Not to plant any trees¹ or fruit bushes or any crops which require more than twelve months to mature without the previous consent in writing of the Council
- h) Not to cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay without prior consent in writing of the Council
- i) Not to erect any building on the allotment garden without the agreement in writing of the Council. If consent has been granted, to erect the building in the materials and to the plans as agreed by the Council.

¹ Fruit trees may be planted in containers.

Shared Areas

- j) To observe all rules and regulations relating to allotment gardens that have been or may at any time be made by the Council.
- k) Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council.
- l) To ensure that any dog brought onto the allotment site is kept on a lead and to clear up any dog faeces.
- m) Not to erect any fence or barbed wire adjoining any path.
- n) To ensure all waste and refuse is disposed of in a responsible manner.
- o) Not to burn any material on any part of the allotment site.
- p) Not to cause or allow any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path
- q) Not to cause or allow any nuisance or annoyance to neighbouring properties.

Security

- r) To be responsible for their own safety and the security of their own personal equipment.
- s) Not to give the code for the gate to any other individual.
- t) To ensure that the gate is locked securely on leaving the allotment site.
- u) To keep the boundary fence clear of any objects (chairs, bins etc), which might assist an intruder.

Other Matters

- v) The tenant shall advise the parish council of any change of address.
- w) To permit any member, officer or agent of the Council at any time to enter upon and inspect the condition of the plot and any building on the plot.
- x) To give up the allotment garden at the termination of the tenancy in good condition removing all items as requested by the deadline requested.

2 The Council agrees with the tenant

- a) That the Tenant observing and performing the conditions and obligations in this Agreement may peacefully use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.

3 Determination of tenancy

This tenancy shall determine on the death of the tenant² and may also be determined in any of the following circumstances:

- a) By either party giving to the other 12 months' notice in writing.
- b) By re-entry by the Council at any time giving 3 months' notice in writing to the Tenant on the account of the allotment garden being required:
 - I. for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or
 - II. for building, mining or any other industrial purpose for any roads or sewers necessary in connection with any of those purposes.

² The tenancy may be offered to the spouse (partner), child or grandchild of the deceased provided that they live within the parish, at the discretion of the Parish Council

- c) By re-entry by the Council at any time giving three months' notice in writing to the tenant;
 - I. If the rent or any part of the rent is in arrears for over forty days whether legally demanded or not; or
 - II. If it appears to the Council that there has been breach of the conditions and obligations by the tenant in this agreement; or
 - III. If the tenant moves out of the Parish boundary.

4 Notices

4.1 Tenants will be reminded of their obligations to cultivate their plot in the following way.

- I. An informal letter or email will be sent to the tenant to find the reasons for non-compliance. If a satisfactory reason is given or a significant improvement is made within 14 days this will be acknowledged by email or letter.
- II. If the tenant does not make significant improvement to the plot or give a satisfactory reason for non-compliance a formal letter will be sent giving 30 days for improvement to be made.
- III. If after 30 days no improvement has been made a second formal letter will be sent outlining the process for determination of tenancy (see 3 (c) II) and giving a further 30 days for improvement before notice will be given for the determination of the tenancy.

4.2 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant in the following ways:

- Personally, or
- By leaving it at his last known place or abode, or
- By prepaid post addressed to him there, or
- By fixing notice on the plot

Notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council.

Signed on behalf of the Council

Signed..... Tenant Date