



# Briercliffe with Extwistle Parish Council

## Allotment Tenancy Agreement

THIS AGREEMENT is made the BETWEEN **Briercliffe Parish Council** ('hereinafter called The Council') and (name) ..... of (address)..... ('hereinafter called The Tenant').

### WHEREBY IT IS AGREED as follows:

- 1) THE Council agrees to let and the Tenant agrees to take the allotment plot numbered 1 (.....) on the plan kept by the Council and containing in the whole plot ('the Allotment') on a yearly tenancy from the **(date)** ..... at the yearly rent of £.....together with yearly water rates currently £..... payable annually in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

For the purposes of the interpretation of the agreement and any rules made pursuant to this agreement or incorporated into this agreement, the Allotment shall be defined as an **Allotment Plot**.

- 2) THE tenant agrees with the Council to observe and perform the conditions and obligations set out below.
  - 1) **Rent**  
The Tenant must pay the rent reserved, in advance and without deduction otherwise than allowed by statute, on the first day of April in each year.
  - 2) **Rent increase**  
That the Council may increase the yearly rent upon giving to the Tenant not less than 12 months' notice of such rent increase.
  - 3) **Use**
    - **Allotment Gardens**  
The Tenant must use the Allotment as an allotment garden for domestic purposes only and for no other purpose.
    - **Allotment Pens**  
The Tenant must use the Allotment primarily for the keeping of animals for domestic purposes as defined within the Allotment Policy adopted in October 2016 and in place at the time. This is currently Farm Fowl and Rabbits only but may be redefined with consultation.

The tenant shall not use the Allotment for any purpose in connection with any trade or business nor carry on any trade or business from the Allotment.
  - 4) **Cultivation**  
The Tenant must keep the Allotment clean and tidy, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition.
  - 5) **Nuisance**  
The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment plots, or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.
  - 6) **Legal obligations**  
The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment.
  - 7) **Alienation**  
The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Council.

- 8) Waste**  
The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand earth or clay without the written consent of the Council.
- 9) Boundary structures**  
The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any fences and any gates which separate the Allotment from any other Allotment owned by the Council.
- 10) Buildings**  
The Tenant must not erect any building on an Allotment Garden without the written consent of the Council, provided that consent will not normally be refused for the erection of a garden shed or greenhouse
- The Tenant must not erect any building on an Allotment Pen without the written consent of the Council, provided that consent will not normally be refused for the erection of an animal shelter or for a greenhouse provided that the dimensions of any such greenhouse shall not be such as to make the use of the Allotment Pen predominantly for the growing of crops
- The tenant must supply to the Council such plans or other specifications as they shall require and any building so constructed shall be constructed in accordance with such plans and shall be maintained in good condition and removed at the termination of the tenancy.
- 11) Vehicles**  
No vehicles shall be brought onto any allotment except where necessary for the delivery of materials for use on the allotment and no vehicle or caravan shall be parked or stored on the allotment.
- 12) Refuse**  
The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field of which the Allotment forms part
- 13) Sprays**  
When using any sprays or fertilisers, the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and comply at all times with current regulations.
- 14) Advertisements**  
The Tenant must not erect any notice or advertisement on the Allotment.
- 15) Admittance**  
The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of his family, unless accompanied by the Tenant or a member of his family.
- 16) Disputes**  
The Tenant agrees that any case of dispute between himself and any other occupier of an allotment shall be referred to the Council, whose decision shall be final.
- 17) Change of address**  
The Tenant agrees to inform the Council immediately of any change of his address.
- 18) Yielding up**  
The Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements on behalf of the Tenant contained in this agreement.
- 19) Inspection**  
The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.

**20) Special conditions**

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 22.4 below.

**21) The Council's Agreements**

- 21.1) To maintain perimeter fences to the Allotment gardens and Allotment pens and the external gates
- 21.2) To provide a supply of water to the site and to Maintain the water supply to the taps situate on the allotments and to carry out repairs to any underground pipework.
- 21.3) To maintain such parts of the roadways and pathways as are not maintained in accordance with the provisions of clause 10 hereof.

**22) Determination of the tenancy**

- 22.1) Determination on death  
This tenancy shall determine on the rent day next after the death of the Tenant.
- 22.2) Determination by notice  
This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on the 31<sup>st</sup> March in Each Year
- 22.3) Determination where allotment appropriated  
This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment plot being required:
  - for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- 22.4) Determination by re-entry on default  
This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:
  - if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
  - if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy;
  - if the tenant is found to be in breach of the Allotment Land Management Policy or the Allotment Policy; or
  - if the Tenant becomes bankrupt or compounds with his creditors.

**23) Notices**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk or Chairman and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk

Signed by the Tenant: .....

in the presence of: .....

Name and address of witness: .....

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