

Batcombe Parish Council

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(that is plots on corner field at Eastcombe ST 7039 – 0851 for domestic cultivation only)

THIS AGREEMENT made the..... day2012

between Batcombe Parish Council (hereinafter called the Council) and

..... of

.....Postcode: BA4..... Tel:.....

Email.....(hereinafter called the tenant).

It is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximate area of 30 feet x 25 feet being part of the Allotments provided by the Council in Batcombe Parish and numbered in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of £35.00 in full on or before November 1st each year.
 - Plots can be divided into 2 and shared.
3. The tenancy may be terminated by either party to this agreement. The Council must give 12 or more months written notice to quit on the tenant (apart from cases of non-payment or breaches of the tenancy agreement). The tenant must give not less than six month's written notice to the Council to quit. The Council or the tenant's notice to quit must expire between September 29th and April 6th i.e. not during the summer.
4. The tenant shall reside within the parish of Batcombe or neighbouring parishes during the tenancy.
5. The tenant shall during the tenancy carry out the following obligations to enjoy the benefits of the allotment.
 - (a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated; all trees, shrubs or plants are to be maintained or managed within the boundary of the allotment plot and are not to exceed a total height of 2 metres and total width of 2 metres.
 - (b) The tenant shall cause no nuisance or annoyance to any tenant of any other part of the Allotments provided by the Parish Council, or the occupiers of adjoining properties.
 - (c) The setting and lighting of bonfires is forbidden at all times. This Council encourages and agrees for areas of each plot to be set aside for composting down all waste from the allotment plots or tenants to use the communal composting areas. Any materials which are unsuitable for composting are to be removed by the tenant from the site at their own cost.
 - (d) No livestock to be kept upon the Allotment Garden; except hens or rabbits for domestic use, which must be caged accordingly.
 - (e) Any dogs brought into the area of the Allotments by the tenant or by anyone acting with his/her approval must be kept on a lead or under full control. Any fouling must be cleared.
 - (f) The tenant shall not assign the tenancy nor sub-let any part of the Allotment Garden without the written consent of the Council.
 - (g) The tenant shall not erect any building or other permanent structure on the Allotment plot. Fencing of the field is undertaken by the Parish Council and fencing of individual plots may be done by the tenant at his/her own cost. The use of barbed wire is not allowed.

- (h) The tenant shall maintain in decent order all fences bordering the Allotment Garden and shall maintain all hedges and paths forming any boundary of the Allotment Garden. The tenants shall work as a group to maintain the fences and hedges of the allotment field.
 - (i) The tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.
 - (j) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption.
 - (k) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - (l) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the allotments.
 - (m) The tenant shall have shared use of the water on site.
 - (n) The tenant shall use any chemical herbicides, pesticides and fertilizers with considerate care. Chemicals are to be used only in accordance with manufacturer's recommended instructions and then with extreme care. All chemicals are to be stored off site. No chemicals are to be disposed of on site ensuring no damage or contaminants entering the nearby watercourse.
6. The Parish Council shall pay all rates, taxes, dues or other assessments, which may at any time be levied or charged, upon the Allotment Garden.
 7. If the tenant is in breach of any of the foregoing provisions of this Agreement (including non-payment of rent) for a period of one month or longer the Council may re-enter the Allotment Garden and the tenancy shall come to an end. This will not prejudice 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.
 8. There will be no compensation by the Council for any crops left behind by tenants.
 9. The Council is covered under the current Public Liability Insurance for the communal areas of the allotment field. Tenants are responsible for the insurance of their plots. The Council's insurers recommend that tenants' allotments are included in the tenant's household insurance.

Communication with the Parish Council can be through the Batcombe Allotment Group to which individual allotment holders will automatically be part of.

Clerk of Batcombe Parish Council.....

Tenant.....