

LITTLE RISSINGTON PARISH COUNCIL

ALLOTMENT GARDEN TENANCY AGREEMENT

AN AGREEMENT made this First day of April Two Thousand and Fifteen BETWEEN the Council of Little Rissington (hereinafter called “the Council”) of the one part and A N Other of Address Rissington hereinafter called “the Tenant) of the other part.

WHEREBY the Council agrees to let and the Tenant agrees to take on a yearly tenancy from the First day of April Two Thousand and {insert year} the Allotment Garden number(s)....._.....in the Register of Allotment Gardens provided by the Council at the yearly rental of £..._..... payable yearly in advance, and at a proportionate rent for any part of a year over which the tenancy may extend.

1. The rent shall be paid on the first day of April each year.
2. The rent shall be reviewed annually.
3. The tenancy of the Allotment Garden shall terminate
 - i. automatically on the rent day next after the death of the tenant, or
 - i. by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6th April or on or after 29th September in any year, or
 - ii. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
 - for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the council, or has been appropriated under any statutory provision, or
 - iii. by re-entry if the rent is in arrears for not less than 40 days, or
 - iv. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - v. by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or
 - vi. by the Council giving the Tenant at least one months notice in writing if it appears to the Council that the Tenant is resident more than one mile out of the parish. The Council is not obliged to determine the tenancy under the terms of this sub-clause but simply has an option to do so.

4. In the event of the termination of the tenancy the Tenant shall leave their Allotment Garden in a clean and tidy condition. If in the opinion of the Council the Allotment Garden has not been left in a satisfactory condition, any work carried out by the Council to return the Allotment Garden to a satisfactory condition shall be charged to the Tenant.
5. On the termination of this tenancy the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 but if the Tenant shall have been paid or promised any compensation by any incoming tenant of their Allotment Garden the Tenant shall before claiming any compensation from the Council give to it in writing of the matters in respect of which any such compensation has been paid or promised.
6. The Tenant shall during the tenancy observe the following conditions:-
 - i. The Tenant shall use their Allotment Garden wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family only and for no other purpose and keep it reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
 - ii. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other Allotment Garden holder or neighbouring resident of the Allotment Gardens and must conduct himself appropriately at all times. In particular care must be taken to note the direction of the wind before lighting a bonfire so that smoke from the bonfire is directed away from the village and residences, bonfires should always be attended and occasionally may need to be extinguished if causing a nuisance.
 - iii. The Tenant must take care when spraying on their Allotment Garden to avoid spray drift on to neighbouring Allotment Gardens and must not wash out their spraying equipment near the taps or water tanks on the Allotment Gardens.
 - iv. The Tenant shall not, without the written consent of the Council, keep any livestock on their Allotment Garden unless permitted by statute, and for consumption by the Tenant and his family only. Livestock must be kept so that they are not prejudicial to health or a nuisance.
 - v. The Tenant or anyone acting by their authority or approval shall not bring a dog onto the Allotment Gardens.
 - vi. The Tenant is not allowed to attach a hosepipe to the Allotment Garden taps.
 - vii. The Tenant shall not underlet, assign or part with possession of their Allotment Garden or any part thereof. (This shall not prohibit another person authorised by the Tenant from cultivation of their Allotment Garden for short periods of time when the Tenant is incapacitated by illness or is on holiday).

- viii. The Tenant shall not erect any building or other permanent structure on their Allotment Garden, nor fence their Allotment Garden without first obtaining the written consent of the Council and shall be responsible for the removal of any such building or permanent structure on or before expiry of the tenancy.
- ix. The Tenant shall maintain in good order all fences and ditches bordering their Allotment Garden and shall keep trim and keep in good order all hedges forming any boundary of their Allotment Garden.
- x. The Tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden apart from carrying out the recognised pruning practices of fruit trees.
- xi. The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment Gardens set out for the use of the tenants of the Allotment Gardens.
- xii. The Tenant shall permit the inspection at all reasonable times of their Allotment Garden by any officer of the Council.

The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Gardens.

Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by recorded delivery. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any notice served on the Council should be delivered at or sent to the address of the Clerk to the Parish Council of Little Rissington.

Executed for the Council by
Tenant

Signed by the