

# Allotment Tenancy Agreement

1. The Tenant hereby agrees with the Council as follows: -

2.1. It is hereby agreed by the parties hereto that notwithstanding the provisions of Section 10(1) of the Allotments Act of 1950 the rent shall be payable annually in advance on the first day of October in every year during the continuance of this tenancy without any deductions whatsoever.

The tenant will become a member of the Allotment Holders Association (AHA). This signed agreement gives the Council consent to forward the tenants contact details onto the AHA.

2.2. The tenant will be subject to a probation period of one year, in which if the Terms of the agreement are not met the council can ask the tenant to leave without notice.

The tenant will use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council.

2.3. to maintain the allotment garden in a good state of cultivation and fertility, (prepare the ground and plant seeds/seedlings) and to keep any path or roadway included therein or abutting thereon in a reasonable condition. All access gates must be kept closed and locked when not in use.

2.4. not to cause or permit any nuisance or annoyance to the Neighbouring homeowners or occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.

2.5. not to underlet assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council.

2.6. not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay. Maintenance of the boundary walls, fences and gates will be the responsibility of the Council.

2.7. not without the prior consent in writing of the Council to erect any building on the allotment garden AND regarding any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant polytunnels with a height of more than 1m will not be permitted.

2.8. not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens.

2.9. not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situate in the said allotment site or in any adjoining land.

2.10. not to sell the produce of the allotment garden on site.

2.11. to ensure that any dog brought into the said allotment site is securely held on a leash and to clear up after them.

2.12. to ensure that children visiting the allotment area are the responsibility of the parent/career. The Council has the right to refuse admission to any person attending the plot unless the tenant or a member of the tenant's family accompanies that person.

2.13. not to keep any animals or livestock of any kind upon the allotment garden except permitted by the Allotments Act 1950, s. 12(1); Any animal feed and bedding must be securely stored in a metal container.

2.14. Sprays and fertilisers:

a) It is the policy of Frampton Cotterell Parish Council to reduce (and aim to eliminate) the use of chemical pesticides, including artificial fertilisers and herbicides in the management of all public spaces for which the Council is responsible.

Allotment holders are required to use non-chemical and mechanical alternatives. The use of chemical pesticides must not be undertaken without consulting the Parish Council.

The Parish Council provide a list of alternative methods for the control of pests and weeds.

The Parish Council wishes to encourage organic, permaculture and nature friendly food growing. The Parish Council supports the use of no-dig and forest gardening techniques and the planting of perennial vegetables. It is recognised that plots using this method may not look the same as traditional allotment plots. See <https://www.gardenorganic.org.uk/expert-advice>

b) If permission to use chemical pesticides and fertilisers is granted, the user is to take all reasonable care to ensure that adjoining hedges, trees, and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary; and

c) to always comply with current regulations.

2.15 It is the responsibility of all plot holders to ensure that any water containers on their plot are maintained in accordance with Legionella guidelines.

2.16. not to erect any notice or advertisement on the allotment garden.

2.17. not to park any motor vehicle on any part of the allotment site except the allocated car park.

- 2.18. to notify forthwith the Council of any change of address of the Tenant. Tenants moving out of the Parish must vacate their plot at the end of the current growing season.
- 2.19. to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
- 2.20. to permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof.
- 2.21. to observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the tenant in accordance with Clause 5 of this Agreement.
- 2.22. At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial, or other byelaws, orders or regulations affecting the allotment garden.
- 2.23. To refer any dispute between tenants to the Council whose decision is final.
- 2.24. Fires are not permitted.
- 2.25. The Parish Council will maintain the water supply. Tenants will not waste water.
- 2.26. Rat poison is not permitted. Careful management of plots should be undertaken to avoid rats, including removing access to bird feed and seeds. Rat, mole, and mouse kill traps are also prohibited as other animals are at risk.
- 2.27. The Allotment Holders Association (AHA) provide equipment to help tenants with the cultivation of the plot. Training must be received from the AHA before this equipment can be used; any misuse resulting in repairs being required may be recharged to the tenant.
3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
4. This tenancy shall terminate on the death of the tenant and may also be determined in any of the following manners:
- 4.1. by either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year.
- 4.2. by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on 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 or for any roads or sewers necessary in connection with any of those purposes.
- 4.3. by re-entry by the Council at any time after giving one month's previous notice in writing to the tenant.

4.3.1. if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not: or

4.3.2. if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained, subject to the Council's discretion.

Any tenant asked to leave the allotment plot by the parish council will not be allowed to apply for an allotment plot managed by the council for a period of two years from the notification date. Any application after this period maybe refused"

4.4 By the tenant giving notice to quit in writing.

5. 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 either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any 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 for the time being.

Tenants that took up the occupancy of a plot from 1st October 2013 have been charged a refundable deposit of £100, which will be reimbursed on the relinquishment of the plot as long as it is left in a satisfactory condition.

Signed ..... (Tenant)

Signed ..... (For the Council)

Consent Notice: -

I agree by signing the above that Frampton Cotterell Parish Council may process my personal information for statutory purposes, providing information and corresponding with me.

Any Information you provide on this form will be held by Frampton Cotterell Parish Council in accordance with the Data Protection Act 2018. The information will be used to process your application for an allotment and the continued use of the allotment. Your information (name and address) will be shared with the relevant Allotment Holders Association but no other third parties unless we are obliged to do so by law. If you have any questions relating to the use of your data please contact [office@framptoncotterell-pc.gov.uk](mailto:office@framptoncotterell-pc.gov.uk)