

HINTON PARISH COUNCIL
TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the 6th day of April 2022 between
Hinton Parish Council (the 'Council') of C/O 9 New Street, Newtown, Berkeley, Glos, and
..... (the 'Tenant') of

..... (insert tenant's address) by which it is agreed that:

1. The Council shall let to the Tenant the Allotment Garden numbered situated at
[Sanigar Lane, Brookend or Purton] and recorded on the Council's Allotment Register. The Tenant shall pay an annual rent of £ pounds payable in arrears , and thereafter on the 6th day of April each year, unless terminated in accordance with the terms of this agreement.
2. The tenancy may be terminated by the Council serving on the Tenant not less than twelve months written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
3. The tenancy may be terminated by the Tenant serving on the Council not less than two months written notice. No rent will be refunded.
4. The Tenant shall observe the following rules:
 - a. Use the Allotment Garden only for the cultivation of fruit, vegetables and SOME flowers for the use and consumption by themselves or their family.
 - b. Not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers, in the Allotment Garden.
 - c. Shall reside within the parishes of Hinton for their tenancy. Residents in the Parish will get priority over parishioners outside the Parish. (Existing Tenants prior April 2021 will not be affected)
 - d. Keep the Allotment Garden clean, tidy and at least 50% cultivated, the other half shall be in a good state.
 - e. Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden: This includes swearing or any offensive language.
 - f. Not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
 - g. Not erect a shed, greenhouse, building, or other structure, temporary or permanent, (excepting fruit cages), on the Allotment Garden without obtaining the councils written consent. This includes storage containers over three feet in height.
 - h. Not fence the Allotment Garden.

i. Maintain in good order and unobstructed the fences and gates forming part of the Allotment Garden.

j. Trim and keep in decent order all hedges forming part of your Allotment Garden.

k. Not plant any tree or hedge without first obtaining the Council's written permission.

l. No group gatherings, only Family & Friends allowed on allotments. Allotment holders must have their own public liability insurance cover (Home insurance may cover this) Be responsible for ensuring that any FAMILY member or FRIEND present in the Allotment Garden, does not suffer personal injury or damage to their/your property.

m. Permit an inspection of the Allotment Garden at all reasonable times by the allotment officer or Clerk.

n. Not obstruct, or permit the obstruction, of any of the paths or roads which provides access to and from the Allotment Garden, or the allotment garden of another tenant. Also, a path of two feet must be left between the allotments in good order

o. Bonfires will be permitted between the months of October 1st 2022 and April 1st 2023, and each continuous year in these months. Bonfires must be in an incinerator or 50-gallon oil drum and must not be left unattended. Fires are for garden waste only. Unfortunately, if we receive any complaints from residents or the District Council then we will have to review this item again.

p. Strictly **no** dogs on the allotments (only if using PROW at Brookend and on a lead)

q. No livestock other than hens, ducks, or rabbits are allowed on the allotments. (Existing arrangements up to April 2021 can stay in place)

r. The keeping of bees will be considered but only with the written consent of the Council. If permitted a maximum of 3 non aggressive colonies will be allowed, you should be a member of the local Bee Keepers Association and MUST have your colonies registered on DEFRA's Bee Base. A copy of a certificate will be requested by the PC each year. Existing arrangements (prior April 2021) can stay in place until that colony becomes deceased.

s. Strictly **NO** hose pipes to be used. (This is being reviewed)

5. The Council reserves the right to review and revise the rules and regulations - including the rent – for the management of the Allotment Gardens. Any intended changes will be notified to the Tenant a minimum of two months before the next invoice due.

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

7. The tenancy may be terminated by the Council by the service of one month's written notice on the Tenant if:

a. The rent is in arrears for one month or more.

b. Three months or more after the commencement of the tenancy, the Tenant is not observing one or more of the rules listed in para 4 (a - s).

c. On account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Garden and

the tenancy shall thereupon terminate but without prejudice to 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. The Council may, or may not, issue reminder or warning letters for a breach of Agreement Rules. This does not affect the right of the Council to terminate a Tenancy within the Terms of the Agreement.

9. The termination of the tenancy by the Council, for any reason, shall not affect the statutory rights of the Tenant to compensation.

a. The Tenant shall not be entitled to compensation for any of the improvements mentioned in Part I of Schedule 2 to the Small Holdings and Allotments Act 1908 or for any of the improvements mentioned in Part II of that Schedule as amended by the Small Holdings and Allotments Act 1926 Section 21 and Schedule 1 unless the Landlord has, before the making or execution of such improvements, consented in writing.

b. If the tenancy is terminated by the Council's notice to quit or by ending the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.

10. On termination, the Tenant may remove any bushes, plants, or other improvements made by him, or for which he has paid a previous tenant.

11. On the termination of the tenancy, the Tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise, which shall be confirmed in writing to Tenant. The Council reserves the right to remove and dispose of any remaining shed, greenhouse, building or structure.

12. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to, or left at, the parties' address. Any notice to be served by the Tenant shall be addressed to the Council's Clerk. If the tenant moves address and cannot be contacted or the tenant fails to inform the Parish council, the tenant automatically forfeits their right to their allotment.

13. Tenants who harass, intimidate, or are abusive to the Clerk or any of the Councillors **may** have their agreement terminated with-out notice. Harassment may take the form of verbal or electronic means (for example email, social media etc.).

14. This Tenancy Agreement supersedes all previous Tenancy Agreements.

Finally, the Council take NO responsibility for loss, damage, stolen items or injury, to yourself or others, see item 4L

Lesley Yeomans Jenkins Parish Clerk

on behalf Hinton Parish Council

.....(Signature)(Signature) Tenant

Any information you provide on this form will be held by Hinton Parish Council in accordance with the Data Protection Act 2018. The information will be used to process your application for an allotment or to erect a greenhouse or shed on an allotment. Your information will not be shared with any third parties unless we are obliged to so by law.