

BOURTON PARISH COUNCIL

Allotment Tenancy Agreement

Tenancy Agreement for Allotment Gardens at Bourton Parish Council Stonepits Allotment Site, Southam Road, Great Bourton, Banbury, Oxfordshire.

THIS AGREEMENT made the day of (year) Between the Parish Council of the Parish of Bourton (hereafter called the Council)

and (name of tenant(s)) (hereafter called the tenant) of (address)

Tel.:

e-mail:

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 150 sq metres being part of the Allotments provided by the Council at Bourton Parish Council Allotment Site, Great Bourton, and numbered plot in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of £10 on the 15th day of October in each year, all payments to be made by the end of that month. The first such payment shall be due by the last day of October after the commencement of the tenancy.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than 12 month's 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.
4. In particular cases, where it is possible to re-let the plot at once, the Council may be prepared to waive the requirement for the tenant to serve the 12 months notice detailed above.
5. The tenant shall reside within 2 miles of the Bourton Parish Council Allotment Site, Great Bourton, Oxfordshire during the continuance of the tenancy.
6. The tenant shall during the tenancy carry out the following obligations:
 - a. The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated; Self-seeded 'wild' trees shall be removed as other weeds.
 - b. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council;
 - c. No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenants' own domestic consumption. They shall be properly and safely housed, and all feed shall be stored secure from vermin. Waste that might contain food remains must be disposed of efficiently.
 - d. A dog on a lead may be brought into the area of the Allotment by the tenant or by anyone acting with his authority or approval and should be kept on the tenant's own plot while the tenant is visiting.
 - e. (Terriers for pest control may be authorised when needed)
 - f. The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - g. The tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council;

- h. The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment Garden, not allowing more than 3 metres height;
 - i. The tenant shall not without first obtaining the written consent of the Council plant, lop or fell, other than normal pruning, any tree growing on the Allotment Garden; Fruit trees should be kept to about 2 metres height to avoid shading neighbouring plot.
 - j. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables, herbs and flowers for domestic consumption by himself and his family;
 - k. Hand- held hose-pipes may be used to water directly or fill containers while the tenant is present, provided that they do not stop others accessing the water supply: sprinklers are not permitted. Water will be turned off from October to March.
 - l. Bonfires are permitted for the clearing of waste vegetation, but caution should be used to avoid nuisance and danger.
 - m. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
 - n. The tenant shall maintain and not obstruct or permit the obstruction of any of the paths on the Allotment set out for the use of the tenants of the Allotment Gardens. Pathways on double plots must be reinstated at termination of tenancy.
 - o. The tenant shall not allow any vehicle to be parked on the approach road to the Allotment Gardens
7. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden
8. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement, for a period of one month or longer, the Council may send written warning, and if no due remedy is forthcoming, may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end 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.
9. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotment Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
10. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.

11. (Signatures

12. Clerk of the Bourton Parish Council

Dated

13. Tenant(s)

Dated