

AN AGREEMENT made this 1st day of April Two Thousand and Twenty.

BETWEEN Bishops Clyst Parish Council (hereinafter called "the Council") of the one part

And (Name(s)).....

Of (Address).....

Tel Number and email.....

(hereinafter called "the Tenant") of the other part.

WHEREBY the Council agrees to let and the Tenant agrees to take on a tenancy between the 1st of April 2020 and the 31st of March 2021 for the Allotment Garden number(s).....in the Register of Allotment Gardens provided by the Council at the yearly rental of £22 payable yearly.

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. The Tenant shall pay the rent on or before the 1st day of April each year.
2. The Tenant shall use the plot as an Allotment Garden only (that is to say for the production of vegetable, flowers and/or fruit crops for consumption by the tenant and his/her family) and for no other purpose and to keep it and any building erected on it (see point 10) clean and in good and tidy condition.
3. The Tenant shall not, without the written permission of the Council, plant any tree or bush or any crop which requires more than 12 months to mature.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens or construct any ponds. Unresolved disputes between tenants will be referred to the Council whose decision is final.
5. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
6. The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
7. The Tenant shall not keep any livestock on the allotment.
8. The Tenant shall keep every hedge and path that forms part of the boundary of their Allotment Garden properly cut and trimmed, the plot should be maintained up to any boundary fences and any gates or sheds on their allotment garden should also be well maintained.
9. The Tenant shall not use barbed wire on the Allotment Gardens.
10. The Tenant shall not without the written consent of the Council erect any building on the Allotment Garden, and shall be responsible for the removal of any buildings on or before expiry of the tenancy.
11. The Tenant shall not deposit or allow other persons to deposit on the Allotment Gardens any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges, ditches or dykes in the allotment field.
12. The Tenant shall not bring or permit to be brought onto the Allotment Gardens any dog except registered guide dogs.
13. The Tenant shall, as regards the Allotment Gardens, observe and perform all conditions and covenants which the Council notifies to the Tenant under which the Council holds the land.

14. Any member or Officer of the Council shall be entitled at any time when directed by the Council, to enter and inspect the Allotment Garden.
15. The Tenancy of the Allotment Garden shall terminate on the yearly Rent Day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice.

- i. If the rent is in arrears for not less than 40 days OR
- ii. If the Tenant is not duly observing the conditions of his tenancy OR
- iii. If the Tenant becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or the Tenant by twelve months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year. (See note 1).

16. If in the view of the council the allotment or any building on it is left in an unacceptable condition, the council reserves the right, having given 30 day's notice in writing, to dispose of any buildings, to improve the condition of the allotment and to recover the associated costs from the tenant.
17. The Tenant will, in addition to the annual rental, pay a proportion of the water charges for the Allotment Gardens appropriate to his holding as determined by the Council.
18. The Tenant agrees that the Council may retain such elements of their personal data to enable the Council to fulfill its obligations within this agreement.

The Council undertakes to:

- 1) Provide a water supply for the use of the allotment holders
- 2) Keep all perimeter fences and gates in good condition
- 3) Provide and maintain a shed for the use of allotment holders
- 4) Cut the grass of all areas within the Allotment Gardens not under the control of individual allotment holders.

Signed..... Clerk of the Council

Date.....

Signed..... Tenant

Date.....

ANY SPECIAL CONDITIONS AFFECTING THE ALLOTMENT GARDEN ARE TO BE ENDORSED ON THIS AGREEMENT.

Note 1: This date must not be between the 6th April and the 29th September. (Allotment Act 1922. Section 1(1)(e)).

Note 2: Stamp Duty is not payable unless the contract is for a term more than seven years and exceeds £100 rental.

Note 3: Allotment (Leisure) Gardens are treated as agricultural land. Allotment (Leisure) Gardens land may be assessed for rates but rates are NOT payable.