

**TENANCY AGREEMENT FOR A PLOT WITHIN THE ALLOTMENT GARDEN AT;
STATION ROAD, PORTBURY**

Portbury Allotments.

Portbury is very fortunate to have a number of allotment plots which were given to the Village in the 1960's. The Parish Council retains the freehold for the land and aims to make plots available for the benefit of Parish residents. The Allotment Garden should always look cared for so that the whole Village, and in particular the near neighbours, will feel proud of it.

This requires Plot tenants, as part of their tenancy agreement, to be proactive in caring for the Allotment Garden site as a whole, including common areas between and around plots that need care and attention.

Portbury Allotment Working Group.

To oversee the continuing functioning of the Allotment Gardens as being compliant with the Terms & Conditions detailed within this document, an Allotment Working Group was formed (January 2020). The Terms of Reference for the Allotment Working Group, as agreed and approved by Portbury Parish Council, are detailed in a separate document and are available by request or via the Parish Council Website.

Terms & Conditions.

1 The Council shall let to the tenant an allotment plot situated within the site at Station Road, Portbury. ('the Allotment Garden')

2 The Council shall let the plot to the tenant for a term of one year commencing on the 1st day of April annually and thereafter from year to year, unless determined in accordance with the terms of this tenancy. Should the tenancy be agreed to commence later in the first year, the tenant may be allowed to pay a rate proportionate to the time remaining of that year, and to the plot size taken (see [4] below).

3 The Allotment Garden consists of ten standard plots that can be sub divided to provide half, or 'kitchen garden' plots as deemed appropriate to the demand for same.

4 Whether demanded or not, payment for tenancy shall be payable in full on the 1st day of April each year [and for every year after the first year of the tenancy on the 1st day of April.] The tenant shall pay a yearly rent of;

£ 40.00 for a full (standard) plot

£27.50 for a half plot

£20.00 for a kitchen garden plot

5 A new tenant may be required to place a bond of £50 with the Parish Council as indemnity against any costs that the Council may incur in the case that the tenant shall be in default or has not fulfilled the conditions set out in 10 below. The bond shall be repayable upon termination of the lease less any costs identified following inspection by representatives of the Allotment Working Group and/or the Parish Council.

6 The tenant shall use the Allotment Plot only for the cultivation of fruit, vegetable and flowers for use and consumption by [him/herself] and [his/her] family. It must be noted by all tenants that no more than 20% of any allotment plot shall be used for the cultivation of fruit. Should produce grown be required for sale at events (Village Fayres etc) that promote and benefit the allotment facility; profits raised must be returned to the Allotment Working Group for the further benefit and upkeep of the allotment facility.

7 The tenant should normally reside within the Parish of Portbury during the tenancy and all effort should be made to secure tenancies with such residents before other options are considered (see 8 below).

8 Tenancies may be exceptionally awarded to residents of other nearby Parishes if there is no waiting list comprising Portbury Residents. In such cases the tenant may hold the tenancy under the same terms as a Portbury Resident.

9 The tenant may, with prior written permission from Portbury Parish Council, erect a small shed on their allotment plot. Security and upkeep shall be the responsibility of the allotment holder. No other structures are allowed unless specifically authorised in writing from the Council.

10 During the tenancy, the tenant shall:

- a) keep the allotment plot clean and in a good state of fertility and cultivation; (see 12 below)
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden.
- c) not keep livestock or poultry in the Allotment Garden;
- d) though plots may be shared (see 14 below), the tenant must not assign the tenancy; nor sub-let or part with possession of any part of the allotment plot, during any term of the tenancy.
- e) not fence the Allotment Plot without first obtaining the Council's written consent;

- f) trim and keep in decent order all hedges forming part of the Allotment Garden;
- g) keep paths between plots trimmed maintaining a width of at least 18ins/46cms:
- h) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- i) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission;
- j) not use any poisons within the allotment garden unless this is intended to destroy ground vermin and advise the council if any bait is being used;
- k) inform the allotment working group or council of the intended use of chemicals and insecticides. These must only be used with great care with particular attention to the attitude of other plot holders who may wish to commit to organic cultivation of garden produce. If, following such agreement, chemical spray equipment is to be used, the safety of all allotment holders and neighbours must be taken fully into account beforehand and during the process.
- l) 10 (k) above may regularly be revised by the allotment working group at any time or request by an allotment holder. Should decision be made to revoke the use of chemicals/insecticides etc, such decision must be referred to the council for subsequent agreement. If such agreement is reached, further(non-organic) use of such substances will be strictly prohibited. Should any tenant disregard this prohibition, their tenancy shall be immediately discontinued without notice or warning.
- m) not set any bonfires
- m) only compost on site materials that are organic, using a covered bin on the holder's own plot
- n) not hold or store any flammable materials on the plot or within any shed that may have been erected;
- o) tenants must make every effort to use rainwater for irrigation as much as is possible and only use the metered supply at the Allotment Garden when absolutely necessary. Any leakage from the mains supply must be reported to the Council immediately.
- p) be responsible for ensuring that any person present in the Allotment Garden, with or without the tenant's permission does not suffer personal injury or damage to his property;
- q) permit an inspection of the Allotment Garden at all reasonable times by the Allotment Working Group or Council's employees or agents;
- r) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the allotment plot of another tenant.

s) keep any structure as permitted by the Council in a good and presentable state of repair. If the Council deems that the structure is being neglected the plot holder will be informed by the Council and given a reasonable length of time to correct the situation. Should the structure remain in an unacceptable state the Council reserves the right to remove the structure and deduct any costs from the plot holder's bond.

11. The tenant shall observe additional rules that the Allotment Working Group and/or Council may make or revise for the regulation and management of the Allotment Garden.

12. If at any time the allotment plot is agreed (following inspection by the Allotment Working Group) to contravene 9 (a) above; or is left uncultivated for a period of three months maximum, the Parish Council has the right to terminate the existing agreement and offer the plot to another person on their waiting list who requires an allotment for the purpose intended. In this case the Parish Council will require the tenant to vacate the site within 7 days of notice and remove all and any personal items. Any costs incurred by the council in so transferring the plot may be deducted from the plot holder's bond if applicable.

13. 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 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.

14. If the Plot holder wishes to share a plot with another resident the Council shall not unreasonably withhold its permission. There will be one named prime plot holder who remains responsible for the payment of the lease. Should the prime plot holder terminate the lease then the whole plot will be advertised to any residents upon the Council's waiting list.

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

16. In the exception of no contravention of any of the conditions associated with the tenancy agreement, and for purposes not related to same, the tenancy may be terminated by the Council serving on the tenant not less than three months' written notice to quit expiring on or before the 1st day of April. (see 17 below)

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

- a. the rent is in arrears for 40 days or;
- b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 9 above; or
- c. in the absence of agreement in accordance with (8) above, the tenant lives more than one mile outside Portbury Parish

18. If the tenant shall have been in breach of any of the foregoing clauses or 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.

19. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.

20. The tenancy may be terminated by the tenant by serving on the Council not less than three months' written notice to quit.

21. 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 the Allotment Plot, 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.

22. 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.

23. 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 Administrator.

24. The tenant will provide all contact details as deemed necessary for regular contact regarding matters related to the allotment tenancy including (but not limited to) notices; event awareness, updates etc. To facilitate this, such detail should, where possible include e mail address and mobile telephone number.

Agreement.

In signing, the tenant confirms that the Terms and Conditions of the tenancy as detailed in the document related to such have been read and fully understood. The tenant as signatory to such agreement, confirms that the Terms and Conditions as detailed will be strictly adhered to throughout the term of the tenancy.

Tenant Name and Address.

[insert full name of tenant]

of

[insert tenant's address]

I, the tenant so named above, confirm that the Terms and Conditions of the tenancy as detailed in the document related to such have been read and fully understood.

Signed Dated

and

(on behalf of) Portbury Parish Council

Signed Dated

or

Allotment Working Group

Signed Dated