

# Withypool & Hawkridge Parish Council

## Parish Gardens Policy

Withypool & Hawkridge Parish Council (PC) owns several small pieces of land in Withypool. See map in Annex 1. These plots of land are known as the Parish Gardens and may be rented to local residents of the parish. This document explains the process the PC will follow to advertise land for rent and select tenants.

### **Tenancy Agreement, Term and Payment**

Each plot of land is rented on a three year tenancy basis and is to be used for private recreational and leisure uses only – no business or commercial use allowed. The yearly rent is payable on commencement of the tenancy and at the start of every year thereafter. The tenant is responsible for making sure the rent is paid on time each year; an invoice will not be sent. At the end of the three year period the tenant must return the land and any fixtures (fences, gates etc) in no worse condition than when the tenancy commenced. The PC may advertise the plot will be coming up for rent up to three months before the end date of the existing tenancy.

The tenant may not sublet or share possession of the land, or make any alterations to the land. The tenant must keep the land in a tidy condition including all fences, gates, footpaths and ditches. If the tenant wishes to allow stock owned by another person onto the land the permission of the PC must be sought first.

The PC as Landlord may inspect the land at any time.

An example tenancy agreement can be found in Annex 2.

### **Advertising**

Land which is available to rent will be advertised on the PC website, on Withypool Noticeboard, on Hawkridge Noticeboard, in Withypool Village Shop and on the Withypool Community Facebook page. The PC may choose to place adverts in other suitable locations to attract interest.

Adverts will be placed at least four weeks before the tenancy start date. The Clerk will also email the advert to all parties already registered on the Parish Gardens Interest List.

### **Applications**

All interested parties are asked to submit bids in writing (preferably by email) to the Clerk [withypoolhawkridgeparishclerk@gmail.com](mailto:withypoolhawkridgeparishclerk@gmail.com) by the closing date. All bids should also include an explanation of the proposed use of the land.

### **Selection Process**

The PC will meet to consider each of the bids and the proposed uses of the land, and will discuss the merits of each. All applications which the Councillors believe will be appropriate use of the land and consider to be in the best interests of the parish will be put forward for a vote. If none of the bids receives a majority (greater than 50% of the votes cast), the bid with the lowest number of votes will be excluded and the Cllrs will vote again until one bid wins the majority of votes cast.

As the PC will award the tenancy with the best interests of the parish in mind, this will not necessarily be to the highest bidder. If the PC decides that none of the applications are in the best interests of the parish the tenancy will not be awarded. The PC may choose to advertise the land at a later date or use it for some other purpose – to be discussed and agreed at a full council meeting.

### **Interested Parties**

Any person interested in renting parish land may submit their name to the Clerk to be added to the Parish Gardens Interest List. Registering interest does not give an individual any preferential treatment, other than they will be emailed a copy of the advert directly.

### **Review**

This policy will be reviewed by the PC every 3 years.

**Adopted July 2023**

# Annex 1



**Annex 2**

**COMMON LAW TENANCY FOR GRAZING BY HORSES,  
PONIES AND SHEEP.**

(For private recreational and leisure uses with no business element and for a period of three years)

AN AGREEMENT made this .....day of the month  
of.....in the year of Two thousand and .....

**BETWEEN**

**WITHYPOOL AND HAWKRIDGE PARSH COUNCIL**

(Hereinafter called "The Landlord")

**AND**

.....

(Hereinafter called "The Tenant")

WHEREBY it is agreed as follows:

1. The Landlord agrees to let and The Tenant agrees to take the land extending to .....acres (.....hectares) at Plot....., more particularly described in the Schedule to this agreement and for identification purposes only edged red on the attached plan (hereinafter called "The Land") together with the right of access marked in blue subject to all existing public and other rights of way and the Landlord reserving:

(a) The benefit of all existing wayleaves easements and rights affecting the Land together with the right to grant all such wayleaves easements and rights and all payments specifically due to the occupier in respect of the disturbance to agricultural occupation.

(b) Rights to water, timber and trees minerals

(c) A right of entry at any time by the Landlord or his agents to inspect the holding or to carry out any necessary work

(d) All rights to sporting (subject to the Tenant's rights under the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906.

2. The tenancy will start on the .....day of .....two thousand and .....and end on the .....day of .....two thousand and .....at a rent of £.....per annum (.....pounds) payable

in equal instalments on the grant of the tenancy and on .....day of ..... each year.

3. THE TENANT agrees

(a) TO pay the rent agreed on the days agreed

(b) NOT

i. to assign, sublet or part with or share possession of the Land or any part of it,

ii. to bring or allow stock belonging to any other person onto the Land without prior permission of the landlord. Start and end date of this action must be sent to the landlord before it takes place and no money must be received by the tenant from the other person.

iii. not to allow any trespass on the Land.

(c) TO use the Land only for the grazing of horses, ponies or sheep owned by the Tenant.

(d) NOT to use the Land for any business or commercial purpose.

(e) TO manage the horses, ponies or sheep in accordance with all relevant animal welfare legislation.

(f) TO prevent any horse, pony or sheep from straying off the Land and to remove any infected or troublesome animals.

(g) TO prevent poaching or damage to the pasture.

(h) TO prevent infestation by injurious weeds including ragwort and docks.

(i) TO mow or top the Land before the end of June in each year of the agreement and to spray all harmful weeds with an appropriate selective weed killer.

(j) TO keep and leave the land in a tidy condition and keep all gates, gate posts, fences, hedges, stiles, footpaths and ditches in no worse that at the beginning of the Tenancy and to make good any damage caused by the Tenant and in all circumstances to keep all boundaries stock proof and all ditches free from obstruction.

(k) TO protect from injury or destruction all timber tress, saplings and underwood and not to drive any nail or fastening into any such trees or saplings.

(l) NOT to erect any building or shelter nor make any other alterations to the land.

(m) NOT to plough or re-seed any part of the Land without written consent of the Landlord.

(n) NOT to obstruct any public or private right of way or any access by any other party to any other land belonging to the Landlord nor to cause any nuisance to the landlord or any other person.

(o) TO supply to the Landlord a copy of any notice order direction or other matter affecting the property immediately on receiving it and to comply fully with any such notice and all legislative requirements and making any necessary planning applications.

(p) TO indemnify the Landlord in respect of any damage and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions of negligence of the Tenant.

(q) TO carry appropriate insurance for liability for all injury or damage to third parties caused by the horses, ponies or sheep whether on or off the land.

(r) TO remove all horses, ponies and sheep from the Land by .....day of .....two thousand and..... And to deliver up the Land to the Landlord with vacant possession under him.

#### 4. BOTH PARTIES AGREE

(a) THAT the landlord may terminate this Tenancy at any time on giving six weeks written notice to the Tenant in which event the Landlord will repay any rent paid by the Tenant for any period after the Landlord resumes possession after offsetting any liabilities of the Tenant to the Landlord arising from this agreement.

(b) THAT if the Tenant decides to end the agreement early and has already paid to the end of the tenancy agreement

- i. the Tenant will forfeit the remaining months if the landlord has not been able to find a new tenant.
- ii. However, if the landlord does find a new tenant for the remaining months of the tenancy agreement, the landlord will refund for the months that they have received rent from the new tenant to the end of the original agreement.

(c) THAT the Tenant will pay and indemnify the Landlord against VAT chargeable in respect of the rent payable under this lease or any other payment made by the Tenant in connection with the lease.

(d) THAT the Landlord is not liable to the Tenant for any losses he may suffer from anything in on or under the Land.

(e) THAT either party may refer any dispute arising under this agreement for final determination by an independent expert to be appointed by the President of the Central Association of Agricultural Valuers and whose fees are to be paid as he shall direct his decision.

(f) THAT any reference to any statute or statutory instrument in this agreement includes any reference to that provision as amended or replaced from time to time and to any subordinate legislation or by-law made under it.

Plot Name	Area in Acres	Area in Hectares	Name/Description

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Signed by (the Landlord- Chair of parish council)

Name.....

Signature.....Date.....

In the presence of the clerk.....

Signed by (the Tenant)

Name.....

Signature .....Date.....

In the presence of the clerk .....