

BERINSFIELD PARISH COUNCIL

Allotment Tenancy Agreement

An agreement made this first day of _____ between the Berinsfield Parish Council (the Council) and

1.
The Council agrees to let and the Tenant agrees to take all that parcel of land delineated on the plan held by the Council and commonly known as :-

Allotment plot No. which is situated at Pritchard Close, Berinsfield.

The Tenant agrees to pay rental at a yearly rental to be set by the Parish Council in November each year. Rental shall be payable yearly in advance and without deduction otherwise than allowed by statute, and rents shall be paid to the Council on 1st April each year.

2. The rental for the period April 2023 to March 2024 shall be £45.00 per plot
3. The Tenant agrees with the Council as follows:
4. The Allotments shall not be used for the purpose of any trade or business except the distribution of seeds, fertilisers, tools etc by the Allotment Association to its members.
5. The Allotments shall be kept free from weeds and well manured and otherwise maintained in a proper state of cultivation and fertility and in good condition, and any pathway or track included therein or abutting thereon shall be kept reasonably free from weeds.
6. No nuisance or annoyance shall be caused or permitted to the occupier of any other land and no obstruction or encroachment shall be caused or permitted on any pathway or roadway.
8. **Bonfires** are permitted for the burning of garden waste which originates from the tenant's allotment plot only. The burning of any other materials such as plastics, tyres, carpet, MDF or other similar materials is strictly prohibited and will lead to immediate termination of tenancy.

All potentially toxic material should be removed from the allotment site and disposed of at the relevant civic amenity site. Failure to remove such materials will lead to tenancy termination and recovery of removal costs.

Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort of quality of life of the public may result in action being taken under the Environmental Protection Act 1990. Tenants who light fires within 50 feet of the centre of a highway may be guilty of an offence under the Highways Act 1980.

Fires must be attended at all times until all the material has burnt out. Fires must be kept to a manageable size to ensure safe burning and minimal smoke production. Any fires managed in an unsafe way or in contravention of the above legislation may result in tenancy termination

9. **The hedges surrounding the Allotments shall be kept cut back.**
- 10 No timber or trees on the Allotments shall be cut or pruned and no mineral, gravel, sand, earth or clay shall be taken away therefrom without the consent of the Council.
- 11 Allotment holders shall not, without the prior consent of the Council, erect any building on the allotment garden.
- 12 The Tenant shall not keep animals or livestock upon the allotment garden.
The Tenant will be permitted to keep poultry in the form of hens, **not cockerels**, subject to application being made to the Parish Council and subject to the hens being securely housed and cared for in compliance with the conditions set out in Section 12 of the Allotments Act 1950, a copy of which will be made available for inspection upon request.
- 13 The Tenant shall ensure that any dog brought into the said allotment site is securely held on a leash.

- 14 The Parish Council, or its nominated representative, shall be responsible for the complete day to day running of the Allotments and shall let the individual plots. A waiting list of potential allotment holders shall be kept and vacant plots will be let in order.
- 15 The Parish Council shall have authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent.
- 16 Rent should be submitted to the Clerk of the Council, or its nominated representative, and a receipt will be issued for same.
- 17 The Tenant shall notify the Council of any change of address
- 18 Any officer or agent of the Council shall be entitled at any time when so directed by the Council to enter and inspect the Allotments.
- 19 The Parish Council shall not be responsible for any property left on the allotment site by allotment holders.
- 20 This agreement may be terminated :
 - By either the Council or the Tenant giving to the other 12 months notice in writing expiring on or before 6 April or on or after 29 September in any year.
 - By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the land being required:
 - i) For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - ii) For building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
 - By re-entry by the Council at any time after giving one months' notice in writing to the Tenant:
 - i) If the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not
 - ii) If it appears to the Council that the Tenant not less than three months after the commencement of the Agreement has not duly observed the conditions contained therein.
- 21 Any notice required to be given by the Council to the Tenant may be given by sending a written notice by the Clerk of the Council or other authorised officer or by affixing the same in some conspicuous manner on the allotment site. Any notice required to be given by the Tenant to the Council shall be sufficiently given if sent by pre-paid post letter to the Clerk of the Council.
- 22 The Allotment land is leased by the Council from South Oxfordshire District Council. It may be necessary to alter the terms of this lease depending on the conditions imposed by South Oxfordshire District Council. The lease with South Oxfordshire District Council gives them the right to re-possess the land at short notice.

Signed

Tenant

Signed

on behalf of Berinsfield Parish Council

Date