

BOURTON PARISH COUNCIL
Allotment Tenancy Agreement for Allotment Gardens at
Bourton Parish Council Claridge's Piece Allotment Site, Foxden Way, Great
Bourton, Banbury, Oxfordshire.

THIS AGREEMENT is made on theday of between the
 Bourton Parish Council

(hereafter called the Council) and
 (hereafter called the tenant) of

.....
 Tel : 01295

email :

Any change of address or contact details must be notified to the Council immediately.

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 176 sq metres being part of the Allotments provided by the Council at Bourton Parish Council Claridge's Piece Allotment Site, Great Bourton, and numbered plot in the Council's Allotment Register.
2. At the commencement of a tenancy the tenant will pay a deposit of £50 per plot to be held in a parish council account as security against the plot being returned in good order at the termination of the tenancy. In the event that the allotment plot[s] are returned in good order all of the deposit will be returned. If rectification is required to return the plot[s] to good order then a part of or all of the deposit may be withheld to offset cost incurred by the Council.
3. The tenant shall pay a yearly rent of £20 on the 15th day of October in each year, all payments to be made by the end of that month. Failure to pay within the specified period may result in this agreement being cancelled and the deposit being withheld. The first such payment shall be due by the last day of October after the commencement of the tenancy. The Council reserves the right to make reasonable increases in rent, giving the tenant six months notice of any rise. Tenants will be required to share the payment for upkeep of the communal grassed areas of the allotment site.
4. The tenancy may be terminated:
 - a) by the Council serving on the Tenant 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.
 - b) by the Tenant serving on the Council not less than two months written notice to quit.
5. The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden, without the express written agreement of the Council.
6. The tenant shall reside within 2 miles of Bourton Parish, Oxfordshire during the continuance of the tenancy, at the discretion of the Council.
7. 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 the tenant and his/her family; Surplus crops may be donated or exchanged. The tenant shall not undertake a business in respect of the cultivation and production of crops in the Allotment Gardens.

8. The Tenant shall 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 by fault or neglect by the tenant.
9. Tenants shall be represented by an Allotment Tenants' Committee formed by 3 members elected from among the body of current tenants.
10. The tenant shall during the tenancy carry out all the rules and obligations in force for the proper management of the Allotments. These can be varied by the Council following discussion with the Allotment Tenants' Committee. Tenants will be notified of changes. Failure to comply with these Rules & Obligations can result in the agreement being cancelled.
11. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council. If the plot[s] are not kept in good order then the Council can request the tenant to immediately attend to the plot[s] and put them back into good order within 2 months. Failure to do so may result in this agreement being cancelled and the deposit being withheld.
12. 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.
13. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden
14. If the tenant shall have been in breach of any of the foregoing clauses 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.
15. 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.
16. 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.

Stephen M Bowen
Clerk of the Bourton Parish Council

Dated

Tenant(s)

Dated

Rules and obligations for the management of Claridge's Piece Allotments 2016

- a. The Allotment Garden shall be kept clean and in a good state of fertility and cultivation. 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, or to owners or occupiers of land near by the Allotment Gardens.
- 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 cared for and safely housed, and all feed shall be stored secure from vermin. Waste that might contain food remains must be disposed of efficiently.
- d. Bee-hives may only be kept on the allotment site by written consent of the Council, with evidence for their proper care and management.
- e. 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, only while the tenant is visiting. Any dog causing a nuisance may be banned from the allotment site. Please use the bin in Foxden Way to dispose all fouling immediately.
- f. The tenant shall obtain the written consent of the Council, for specified materials, before erecting any building, fencing, or other permanent structure on the Allotment Garden; Sheds will not be permitted larger than 2.5m x 3m (8ft x 10ft). A small greenhouse and/or polytunnel may be permitted on a plot. Planning Permission from CDC must be obtained when necessary.
- g. No-one is permitted to stay over-night or reside on the allotment site.
- h. Only building and hard-landscaping materials, and machinery, for use on the allotment plot may be stored there, and must be used within 12 months.
- i. The tenant shall maintain in decent order all fences and paths bordering the Allotment Garden. Use of barbed wire is not permitted.
- j. The tenant shall obtain the written consent of the Council, before planting, lopping or felling, other than normal pruning, any tree growing on the Allotment Garden. Fruit trees must be on dwarfing rootstock and should be kept to about 2.5 metres height to avoid shading neighbouring plots.
- 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 31st October to 1st March.
- l. Bonfires are permitted for the clearing of waste vegetation, but caution must be used to avoid nuisance and danger.
- m. The tenant shall not allow any vehicle to be parked on the approach road to the Allotment Gardens in Foxden Way. Cars may be parked adjacent to a tenant's plot.
- n. Access gates should be closed after use to deter intruders, and the main gates locked when no other tenants are on site. Please do not reveal the key code to any unauthorised user. Tenants will be advised when the code is changed.

Sign here to agree to abide by these rules. _____