

THIS AGREEMENT is made the.....day of.....Year.....

E-Mail.....

Telephone Number/s.....

NOW IT IS AGREED as follows:

BETWEEN Lyneham Bradestoke Parish Council AND

Name.....(The Tenant)

Address.....

.....

to return to: Parish Clerk, Mrs Elizabeth Martin, c/o Ivy House

The Green, Poulshot, Devizes, Wiltshire. SN10 1RT

(Residents of Lyneham & Bradenstoke will be given preference when plots become vacant.)

NOW IT IS AGREED AS FOLLOWS:

1. Garden

Lyneham and Bradenstoke Parish Council agree to let and the Tenant agrees to take all that piece of land at Lyneham & Bradenstoke Allotments, Bradenstoke, Chippenham Wiltshire, SN15 4EL

Plot Number/s.....

2. Tenancy and Rent

The Allotment 'Plot' shall be held on a yearly tenancy from 1st October, at the Pleas

initial rent of £..... per annum payable to the Clerk (address above

annually on the 1st October each year. (Cheques to be made payable to

Lyneham and Bradenstoke Parish Council'. If the rent is not paid on the due date for payment, the Parish Council reserve the right to terminate this agreement forthwith.

Any rent increases will take place on the 1st October and Tenants will be given two months notice of the intended increase.

3. RESERVATION OF RIGHT OF ACCESS

The Parish Council reserves the right to have access at all times to the Allotment for the purpose of checking the state and condition of the Allotment and any structure on it.

There are two entrances to the Allotment, one is the normal footpath adjacent to Councillor Glover's property which has a gate with a combination padlock/chain. The combination code number will be issued to the plot holder.

The purpose of the lock is to deter unauthorised personnel from using the Allotment as a shortcut to the playing field and dog feed thus protecting the plots from damage.

The second entrance is a large gate in the childrens playground.

4. **Cultivation**

The Tenant must at all times keep the plot properly cultivated with spade husbandry. Well manured, free from weeds and noxious plants and in good condition and must so deliver it up at the end of the tenancy.

The allotment must be cultivated to 90% of its potential. This is taken to mean either in readiness for a future crop, well stocked with produce (relevant to the time of year) or being prepared for the following crops or season.

All noxious weeds(including “Mares Tales) must be reported to the Parish Clerk so that they can be destroyed appropriately.

5. Agreement against underletting

The Tenant may not sub-let, assign or part with possession of the plot or any part of it.

6. Nuisance and paths

The Tenant must not cause, permit or suffer any nuisance or annoyance to the occupier of the other plots or obstruct any path, set put by the Parish Council for the use of the occupiers of the plots.

7. Regulations

The Tenant shall comply with and observe the rules and regulations as set out in the Schedule below or such other rules as the Parish Council/Clerk may notify to the Tenant from time to time either verbally, in writing or via E-mail.

8. Terms of Tenancy

a) Termination by notice (Parish Council/Clerk)

This tenancy may be terminated in any year, by the Parish Council/Clerk giving to the Tenant, 12 months' previous notice in writing expiring between 1st October and the following 25th March inclusive.

b) Termination by Notice (Tenant)

The Tenant may end this tenancy at any time by giving 4 weeks notice to the Clerk. No portion of the paid rent shall be refundable unless the plot is rented to another tenant by the Parish Council/Clerk for any rental unexpired rental period.

Termination by default

c) This tenancy may be terminated by re-entry by the Parish Council/Clerk at any time after giving one month's previous notice in writing to the Tenant

d) If there has been a breach by the Tenant of any of the conditions and agreements contained in this agreement OR

e) If the Tenant becomes subject to a bankruptcy order or enters into any voluntary arrangement for the benefit of his creditors.

Automatic termination

f) The Tenancy shall automatically terminate on the annual rent day next after the death of the Tenant.

g) If the Tenant is in serious breach of any condition or regulation the Parish

Council reserves the right to instant termination of the offending Tenant
and no refund of rent will be given.

Schedule-Regulations to be complied with

1. The Tenant shall not keep any livestock on the Plot.
2. In order to maintain a tidy appearance to the Allotment, no unsightly structures shall be erected. The use of corrugated metal sheet, doors, window frames, ponds and other unsightly materials are forbidden. Written permission is required from the Parish Council to erect a shed on the Plot.
3. The Tenant must remove excess waste material (bonfires are permitted on Plot 39. Please ensure that the wind is not blowing towards the village before lighting a bonfire.
4. Compost, manure and soil heaps can be kept on the tenants plot, however there is provision to use plot 39 also
5. Parking is not permitted on Church Park or in the lane leading to the Allotment.
6. The Tenant shall not use the Allotment for the storage of any goods, chattels or supplies other than those used directly in the cultivation and maintenance of the plot. Any necessary materials for the garden must be in reasonable amounts only.
7. The Tenant shall maintain any communal pathways adjacent to his or her plot in good condition and keep free of obstruction.
8. The Tenant shall ensure the edges of their plot is kept trimmed and sharp to give a tidy appearance to the whole site.
9. The Parish Council are tasked to maintain a tidy site and their decision on the allowance of materials, structures and activities is final.

10. The Tenant shall at all times act in a safe manner, with due regard to other plot holders, volunteers and visiting members of the public.

11. No dogs except Guide Dogs are permitted on the allotment.

12. The Parish Council have the right to refuse admittance to any person other than the Tenant or member of their family unless accompanied by the Tenant or member of their family. Children are welcome on the Allotment but must be made aware that the Gardens are not a playground. Children must be accompanied by a responsible adult. Any visitors to the Allotments must not enter/cross any other plot.

13. The Tenant shall not without written consent of the Parish Council/Clerk cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.

14. The Tenant shall not grow trees on their plot other than small fruit trees which must be kept pruned to a maximum height of 3 metres (9ft.10ins)

15. The Tenant shall keep every hedge that forms part of the boundary of his/her plot garden/s properly cut and trimmed, keep all ditch properly cleansed and maintained and keep in repair any other fences, gates or sheds on his/her plot. Barbed wire is not permitted on the Allotment.

16. The Parish Council will trim the hedge surrounding their perimeter of the Allotments twice a year. They will also clear the ditches around the outer edge of the allotment yearly.
17. The Tenant will observe and perform any other special conditions which the Parish Council/Clerk considers necessary to preserve the Allotments occupied by the Tenant from deterioration and for the safe and efficient operation of the site.
18. ANY notice required to be given by the Parish Council/Clerk to the Tenant may be served on the Tenant either personally or by posting, by recorded mail, to the last known place of abode by the Tenant. Tenants shall notify any change of address during the tenancy to the clerk by post or E-mail.
19. ANY notice required to be given by the Tenant to the Clerk will be sufficiently given if signed by the Tenant and sent to the Clerk to Lyneham and Bradenstoke Parish Council, at 84 Brickley Lane Devizes SN10 3BY.
20. The Allotment will be inspected at least twice a year by the Parish Council
Breach of any of the above agreements/regulations will result in a warning/
request in writing to the Tenant outlining the problem. A deadline date will be given to the Tenant to rectify the breach. If after this date the situation has not been resolved, then this will jeopardise the Tenants continued use of the Plot and they will be given one months notice to vacate the plot. No refunds will be given.

June 2022

