



Ivy House
72 The Green
Poulshot
SN10 1RT
01225 864240

Parish.clerk@lynehamandbradenstoke-pc.gov.uk

THIS AGREEMENT is made the _____

BETWEEN

(1) Lyneham and Bradenstoke Parish Council

(Please return to: Parish Clerk),

and

(2) (The Tenant)

of

E-Mail

Tel no/s

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 NUMBERS

2. Tenancy and rent

The Allotment shall be held on a yearly tenancy from 1st October, at an initial rent of £22 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 increase 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 reserve the right to have access at all times to the Allotments for the purposes of checking the state and condition of the Allotment and any structures on it

4. Use

The Allotment is let for use as an allotment garden and may not be used for the purpose of any trade or business. The Tenant may not erect any building or structure of any kind on it without the written consent of the Parish Council/Clerk

5. Cultivation

The Tenant must at all times keep the Allotment 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.

6. Agreement against underletting

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

7. Nuisance and paths

The Tenant must not cause, permit or suffer any nuisance or annoyance to the occupier of any other Allotment

Deleted: There are two entrances to the Allotment, one via the normal footpath adjacent to 59 Bradenstoke 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 children's playground.

Commented [MOU1]: This section has been removed from the latest version from Cllr Glover - it needs to be kept

Deleted: All noxious weeds (including "Mares Tales") must be reported to the Parish Clerk so that they can be destroyed appropriately ¶

or obstruct any path set out by the Parish Council for the use of the occupiers of the Allotments.

8. 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 email.

9. Termination of tenancy

9.1 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.

9.2 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 Allotment is rented to another Tenant by the Parish Council/Clerk for any unexpired rental period.

9.3 Termination on default

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:

9.3.1 if there has been a breach by the Tenant of any of the conditions and agreements contained in this agreement, or

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

Automatic termination

9.3.3 This tenancy shall automatically terminate on the annual rent day next after the death of the Tenant

9.3.4 If the Tenant is in serious breach of any condition or regulation the Parish Council reserve their right to instant termination of the offending Tenant and no refund of rent will be given.

Schedule - Regulations to be complied with by Tenant

1. The Tenant shall not keep any livestock on the Allotment without the permission of the Trustees.

2.

2.1 In relation to any buildings and structures in the gardens:

In order to maintain a tidy appearance to the Allotments, the Tenant shall restrict the use of additional materials on the Garden. No unsightly structures shall be erected. The use of corrugated metal sheet, doors, window frames and other unsightly materials is forbidden. Written permission is required from the Parish Clerk to erect a shed on the Plot.

2.2 The Tenant must remove excess waste material from the site.

2.3 Compost, manure and soil heaps must be kept within the Tenant's own Allotment.

3. Allotment Holders Should Not Park On Church Park, which is private property

Commented [PC2]: Discussed for potential revision but agreed to remain in the contract

Deleted: If the tenant has gone to live more than a mile from the councils locality than a months notice to quit must be given. The 1908 allotments act states that allotment plots may only be allocated to persons residing in the councils area

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Commented [MOU5]: Under the 1950 Allotment Act C31.14.12 the keeping of Hens and Rabbits shall not be prohibited.

Under the 1950 Allotment Act, the keeping of hens and rabbits is permitted on allotments and viewed as an allotment holder's right, so long as they are for the tenants own use and not for business or profit. In some circumstances the landlord may have included a clause relating to the keeping of animals, especially if they are a private landlord, for example a farmer. As a public body the Council should demonstrate good reasons to exclude.

The keeping of bees, pigs, goats and other livestock is subject to the landlord's permission - please check your tenancy agreement.

When referring to hens, the law means the female of the species and excludes cockerels.

Deleted: including bees and cockerels

Commented [PC6]: Remain

Commented [PC8]: The PC spent over £500 two years ago so this will not be allowed.

Deleted: bonfires are permitted on Plot 39. Please ensure that the wind is not blowing towards the village before lighting a bonfire.

Deleted: However there is provision to use Plot 39 also.

Deleted: Parking is not permitted on Church Park or leading to the Allotment

4. 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 Allotment. Any necessary materials for the garden must be in reasonable amounts only.
5. The Tenant shall maintain any communal pathway adjacent to his or her plot in good condition and keep free of obstruction.
6. The Tenant shall ensure the edges of their allotment are kept trimmed and sharp to give a tidy appearance to the whole site.
7. The Parish Council are tasked to maintain a tidy site and their decision on the allowance of materials, structures and activities is final.
8. 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.

9. Dogs are only permitted on the Allotment site property if accompanied by their owner and the owner is an allotment holder. All dogs must be kept on a short lead, any dog fouling must be removed from the site and dogs must not be allowed to roam over other allotments.

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Deleted: No dogs, except Guide Dogs, are permitted on the allotment.

10. 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.

10.1 Children are welcome on the site but must be overseen by a responsible adult.

10.2 Any visitors to the Allotments must not enter/cross any other plot.

10.3 Any Children that visit the Allotments must be made aware that the Gardens are not a playground.

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

12. The Tenant shall not grow trees on their allotment other than small fruit trees, which must be kept pruned to a maximum height of 3 meters.

13. The Tenant shall keep every hedge that forms part of the boundary of his/her allotment 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 allotment garden.

14. Barbed Wire is not permitted anywhere on the Allotment

Deleted: The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Parish Council for the use of occupiers of the allotments.

15. The Tenant will observe and perform any other special condition 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.

Deleted: <#>The Parish Council will trim the Hedge and clear the ditches when required

16. 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 of the Tenant. Tenants shall notify any change of address during the Tenancy to the Clerk by post or e-mail.

17. 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 72 The Green, Poulshot, SN10 1RT.

18. 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 shall jeopardise the Tenant's continued use of the Allotment and they will be given one months notice to vacate. No refunds will be given.

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Deleted: Refund of the annual rent will be at the Parish Councils discretion and will be dependent on the breach of regulations.

Signed by or on behalf of the Parish Council.....

Signed by the Tenant

Date

