

Items marked Yellow are amendments to the current contract. These changes represent no material issue.

Items marked RED are, I believe, an issue and warrant discussion.  
I have commented on each (as per my comments at the July meeting)

Items marked Purple at the two further amendments sent to by Cllr Glover in October. I have made comment on these also

Items marked Blue are also changes to the original agreement.  
These need to be considered as to whether they are worth placing into the agreement.



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

Ivy House  
72 The Green  
Poulshot  
SN10 1RT

01225 864240

[Parish.clerk@lynehamandbradenstoke-pc.gov.uk](mailto:Parish.clerk@lynehamandbradenstoke-pc.gov.uk)

**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

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.

**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

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

**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.

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

**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 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.

9.3.5 If the tenant has gone to live more than a mile from the councils locality than a months notice to quit must be given

9.3.6 The 1908 allotments act states that allotment plots may only be allocated to persons residing in the councils area

**Schedule - Regulations to be complied with by Tenant**

**Commented [MOU2]:** 9.3.5 and 9.3.6 have been added by Cllr Glover since the last review.

I have found no direct statement that allotments can only be for people residing in the Council's area. I have found statements that County Councils should allow those in neighbouring Counties, close by, to rent allotments.

If a person moves away from the area then it would be sensible to believe they can no longer maintain and therefore we could reclaim the plot. However, if a resident moved 1 mile from the Parish boundary, it would be unfair and possibility unlawful to remove their right to continue. "Preference" to local residents would be better. Or the distance changed to something more sensible as we have one or two from immediately outside of the Parish itself

1. The Tenant shall not keep any livestock **(including bees and cockerels)** 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. **(bonfires are permitted on Plot 39. Please ensure that the wind is not blowing towards the village before lighting a bonfire.)**

**2.3** Compost, manure and soil heaps must be kept within the Tenant's own Allotment. **However there is provision to use Plot 39 also.**

**3. Parking is not permitted on Church Park or in the lane 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 properly 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. 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.

**Commented [MOU3]:** 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.

**Commented [MOU4]:** The Council is a "commercial" operation rather than a private citizen and therefore they are subject to the laws like any other business. This means that they need a waste transfer license to dispose of ANY material. The licenses are for different disposal types and there is a difference between burning and composting. Just as any other business in L&B can't just "dispose" of rubbish, the Council must follow those rules. Private citizens are using Wiltshire Council as their waste carrier. Therefore, we should NOT, I advise, be inviting bonfires on the plot associated with the Parish Council. I do not see any benefit in having this sentence in the contract. If individuals have bonfires, that's their issue.

ALL businesses MUST have a waste transfer certificate via a third-party or hold one themselves

**Commented [MOU5]:** The same issues as 2.2. Additionally, the Council needs to understand that if they set aside a plot then that reduces revenue. The Council also spent £500 to clear the plots of waste and opening up for composting could lead to that situation happening again

**Commented [MOU6]:** we can advise, but we are not a parking authority

14. 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. Barbed Wire is not permitted anywhere on the Allotment

15. The Parish Council will trim the Hedge and clear the ditches when required

**Commented [MOU7]:** Council needs to be aware that this is a commitment in a contract to maintain the hedges rather than the current implied scenario.

16. 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.

17. 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.

18. 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.

19. 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 could jeopardise the Tenant's continued use of the Allotment and they will be given one months notice to vacate. Refund of the annual rent will be at the Parish Councils discretion and will be dependent on the breach of regulations. No refunds will be given.

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

Signed by the Tenant .....

Date .....