



Bishopstoke Parish Council

email: allotments@bishopstokepc.org

Office: 02380 643428

ALLOTMENT GARDEN TENANCY AGREEMENT

This AGREEMENT is made on the _____ day of _____ YYYY BETWEEN

- 1) Bishopstoke Parish Council ("the Council") and
- 2) **Title; First Name; Last Name; Address** ("the Tenant")

NOW IT IS AGREED as follows:

1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take on a yearly Tenancy of plot number _____, containing approximately _____ square rods / metres ("the Allotment"), at the _____ allotment site, Bishopstoke, commencing _____, subject to the following Terms and Conditions at the yearly rent payable on 1st October each year and at a proportionate rent for any part of a year over which the tenancy may extend calculated on complete calendar months enjoyed.

This agreement is subject to a probation period of three months during which time the Tenant must begin working their plot. If the plot remains unworked during this period the Council reserves the right terminate the tenancy. Any fees paid will not be refunded.

2. CAPACITY

The term Tenant has the following meaning:

The Tenant must comply with all residency requirements applicable at the allotment site they are applying for. The standard requirement is that the Tenant reside within 3 miles of the boundary of the Parish of Bishopstoke both on application and during the period of the tenancy. Where the Tenant ceases to reside within 3 miles of the Parish of Bishopstoke their entitlement to an allotment shall cease and they will be required to yield up the allotment. **Any site-specific residency requirements will be published on the Council website and made known to any applicants at the time.** These additional requirements will only be applied at the commencement of the tenancy and subsequent changes to these requirements will not affect the tenancy.

3. TENANT'S AGREEMENTS

The Tenant agrees to comply with the rules and regulations set out in the "Bishopstoke Parish Council Allotment Rules" document, which will be supplied to the Tenant at the start of their tenancy and updated as necessary thereafter. This includes all policies, procedures and other documents mentioned therein, which are also expected to be complied with.

4. DETERMINATION OF THE TENANCY

("Determination" means the ending of the allotment tenancy agreement)

4.1 Determination on Death

This tenancy shall determine on the death of the Tenant.

4.2 Determination by Statutory Notice by the Council

This tenancy may be determined by the Council by giving to the Tenant 12 months' previous notice in writing expiring on or before 6 April, or on or after 29 September in any year.

4.3 Determination by Notice by the Tenant

This tenancy may be determined by the Tenant giving to the Council one month's previous notice in writing.

4.4 Determination Where Allotment Appropriated

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the Allotment being required for any purpose, other than use for agriculture, for which it has been appropriate under any statutory provision or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

4.5 Determination by Re-entry on Default

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent, or any part of it is in arrears for not less than 40 days whether legally demanded or not, or if the Tenant becomes bankrupt or compounds with their creditors.

4.6 Determination by Breach of the Tenancy Agreement

A breach of any of the rules, agreements, policies and procedures applying to the allotment may result in the determination of the tenancy. Breaches related to the cultivation of the allotment will only apply once the tenancy has been in effect for at least 3 months. Where the breach is considered minor a warning letter will be sent. Repeated minor breaches will result in the determination of the tenancy. Breaches relating to non-payment of rent, trespass, theft, alienation, abuse or legal obligations will result in the immediate determination of the tenancy, with no warning letter.

When the tenancy is to be determined following a breach of the tenancy agreement the Council will give one month's notice in writing after which the Council may re-enter the allotment.

4.7 Determination by Failure to Work the Plot During the Probation Period

This tenancy may be determined by re-entry by the Council if the Council judges that the plot has remained unworked during the probation period. Two weeks' notice to clear the plot of any possessions will be given at the expiry of the probation period.

4.8 Termination

Upon termination, the Tenant must give up possession and use of the Allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any work be required to return the Allotment to a workable condition the existing Tenant will be charged to bring the plot to an acceptable standard. Any personal items or building structures remaining on the Allotment at the termination of the tenancy will be assigned to any new Tenant or removed, with the cost of removal being charged to the existing Tenant. If the tenancy is ending due to the death of the Tenant then the Council would not ordinarily seek to recover any costs. In this case, a refund for the remaining period of the tenancy will be offered.

5 NOTICES

5.1 Notice by the Council

Any notice required to be given by the Council to the Tenant shall be signed on behalf of the Council by the Clerk or Assistant Clerk or any other authorised officer and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by recorded delivery service addressed to them there or by email or by fixing the same in some conspicuous manner on the Allotment.

5.2 Notice by the Tenant

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk to the Council.

Signed on behalf of the Council

Date

As the Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand the residency requirements and undertake to inform the Council promptly of any change in my address.

Signed by the Tenant

Date