

Benson Parish Council
The Parish Hall, Sunnyside, Benson, Wallingford. OX10 6LZ

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made the day of 20.... between BENSON PARISH COUNCIL hereinafter called 'the Council' by the hand of the Parish Clerk (Proper Officer) and duly authorised Agent of the one part and of (hereinafter called 'the Tenant') of the other part.

WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the 1st day of 20.... of the allotment garden numbered on the Council's allotment site at the yearly rent as determined by the Council.
2. Generally, the Tenant shall reside within the Parish of Benson during the continuance of the tenancy.
3. The Tenant hereby agrees with the Council as follows:
 1. To pay the rent hereby reserved by the first day of October in every year during the continuance of this tenancy without any deductions whatsoever.
 2. To use the allotment garden as an allotment garden and for no other purpose without prior consent of the Council.
 3. To keep the allotment garden clean and free from weeds and well manured and otherwise maintain it in good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein reasonably free from weeds.
 4. To keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any fences and gates on the allotment garden.
 5. Allotments adjacent to a boundary hedge or fence are to maintain a 1m clear gap from the boundary in order to comply with instructions received from South Oxfordshire District Council.
 6. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.
 7. Not to underlet assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing of the Council.
 8. Not without prior consent in writing of the Council to cut or prune any timber or any other trees or to take, sell or carry away any mineral gravel, sand, earth or clay.
 - 9.a. Not without prior consent in writing to the Council to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant.
 - 9.b(i) No more than 25% of each allotment is to be covered in total with structures such as greenhouses, sheds or poly-tunnels, the individual construction and placement of which must be fully agreed in advance with the Parish Council.
 - (ii) The maximum size of a poly-tunnel should be 3.6 metres wide (12 feet) x 5 metres long (16 feet 6 inches) with a maximum height of 2.1 metres (7 feet).
 - (iii) There are to be no permanent foundations or permanent ways to any structure erected on an allotment.
 - (iv) Structures are to be maintained in good order and reasonable appearance.
 - (v) Structures should be removed if no longer required or when the tenancy finishes.
 - (vi) Individual allotment holders will be fully responsible for constructing, repairing, maintaining and eventually clearing away, any such structures, as mentioned in clause i) above, that they have erected on their allotment and the Parish Council will accept no responsibility or liability whatsoever.
 - (vii) Allotment holders are encouraged to collect rainwater for watering.
10. Not to erect any barbed or razor wire adjoining any path set out for use of occupiers of the allotment gardens.
11. To take proper precautions when using sprays or fertilisers to minimise any adverse effects on the environment including the nearby stream, comply at all times with current regulations and take care not to spray neighbouring allotment gardens.
12. Not to deposit or allow any other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in

cultivation) or place any matter in any hedges, ditches or dykes situate in the said allotment site or in any adjoining land.

- 13. To ensure that any dog brought into the said allotment site is securely held on a leash.
- 14. Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council such consent not to be reasonably withheld.
- 15. Not to erect any notice or advertisement on the allotment garden.
- 16. To notify forthwith the Council of any change of address of the Tenant.
- 17. To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
- 18. To permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon.
- 19. To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
- 20. At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment garden.

4. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.

5. This tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners:

- 1. by either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty- ninth day of September in any year;
 - 2. by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being in use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes;
 - 3. by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant;
- (i) If the rent or any part thereof is in arrears for not less than forty days whether legally or not; or
(ii) If it appears to the Council that there is a breach of the conditions and obligations on the part of the Tenant herein contained; or
(iii) If the Tenant shall become bankrupt or compound with his creditors.

6. Any notice required to be given by the Council to the tenant may be signed on behalf of the Council by the Clerk (Proper Officer) for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served by the Tenant and sent by prepaid post to the Clerk (Proper Officer) for the time being.

7. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment garden.

AS WITNESS the hands of the parties hereto the day and the year first before written

SignaturesTENANT

.....PROPER OFFICER

Date