



**TENANCY AGREEMENT AND
TERMS AND CONDITIONS SUBJECT TO WHICH
ALLOTMENT GARDENS ARE LET BY THE PARISH COUNCIL**

1. With effect from 29th September 2009, Michaelmas, the rent per half allotment per annum shall be £6.

A combination lock is fitted to the allotment gates, for the security of the Tenant's crops and property. The combination will be issued to all Tenants on payment of the rent.

2. Tenancies shall be yearly from 1 October, on which date a year's rent shall become due. This rent is subject to review.

A letter will be sent to Tenants who have not paid by the 22nd October, giving FORTY DAYS' NOTICE TO PAY, failure to respond within that time, will result in ONE MONTH'S NOTICE TO TERMINATE THE TENANCY.

3. The Tenant shall have the right to terminate the tenancy by the giving of not less than three month's notice in writing. Provision will be made with the agreement of the Parish Council for the outgoing tenant to harvest such crops as available within this notice period. Upon giving up the Tenancy of the allotment garden, the Tenant shall be refunded on a pro-rata basis any rent as may have been overpaid, provided the allotment garden is left in a reasonable condition.

4. The Parish Council shall have the right to terminate the Tenancy by one year's notice.

5. The maximum area of land rented at any one time by any one tenant is one full allotment plot.

6. The Parish Council shall not be responsible for the payment of compensation for Tenants' improvements.

7. The Tenant shall accept the following responsibilities, each one of which is a condition subject to which the Tenancy is held

- (a) The Tenant shall keep the allotment garden clean, and in a good state of cultivation and fertility and in good condition.

- (b) The Parish Council will inspect all allotments twice annually to ensure that tenants are not in breach of the tenancy agreement. If it is determined that a breach has occurred notification to the relevant tenant will be in writing.

**PLEASE REPLY TO: Clerk to the Parish Council, Mrs. Sharon L. Henson,
18, Portway Drive, West Wycombe, Buckinghamshire HP12 4AU
Telephone: 01494 – 448048 Email: clerk@westwycombe.org.uk**

- (c) The Tenant shall not cause any nuisance or annoyance to the occupier of any allotment garden, or obstruct any path set out by the Parish Council for the use of the occupiers of the allotment gardens, or the Parish Council's employees.

ENVIRONMENTAL PROTECTION ACT 1990 - Nuisances from Garden Bonfires, Section 79 and Section 80 of the Environmental Protection Act makes it an offence, subject to a maximum fine of £20,000, to cause a nuisance arising from the burning of garden refuse. You are advised therefore that, wherever possible, you should compost garden refuse, failing that, it should be removed to the Civic Amenity Refuse Disposal facility at High Heavens or Wiggins Lane. When the burning of garden refuse is unavoidable you should leave material until it is completely dry before burning, small quantities only should be added to the fire, and it should not be allowed to smoulder for long periods.

Your co-operation in reducing smoke pollution of the atmosphere would be appreciated by complying with the Parish Council's Guidance on Allotment Bonfires.

- (d) The Tenant shall not underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Parish Council.
- (e) The Tenant shall not, without the written consent of the Parish Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
- (f) The Tenant shall not, without the written consent of the Parish Council, erect any building on the allotment garden, other than a small garden shed. Garden sheds must be either dark brown or dark green in colour or left as natural wood.
- (g) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Parish Council for the use of the occupiers of the allotment gardens.
- (h) The Tenant shall observe and perform any other special condition which the Parish Council consider necessary to preserve the allotment garden from deterioration.
- (i) Water butts or any other container provided at the Tenant's own expense must be dark green, brown or black in colour.
- (j) The Tenant shall ensure that any dog brought on to the allotment gardens is securely held on a leash.
- (l) The Tenant shall not keep any animals, livestock or bees on the allotment gardens.
- (k) The Tenant shall not deposit on the allotment garden, any refuse, perishable or otherwise (except manure and compost to enable and enhance growing), or place any matter in any hedges or dykes on the allotment site.
- (l) The Tenant shall notify the Parish Council of any permanent change of address.
- (m) No asbestos material shall be brought onto the allotment site for any purpose.

8. The Tenant will be expected to acquiesce in any readjustment of boundaries or plots that may be found necessary after the Parish Council have carried out any detailed survey of their allotment gardens.
9. The Tenant shall permit an Officer, employee or agent of the Parish Council, to enter onto the allotment garden for the purpose of inspecting or maintaining the Parish Council's property.
10. The Parish Council or any representative of the Parish Council will not be held responsible for any property taken onto the allotment.
11. The Tenant will be responsible for insurance covering any property i.e. shed or tools or personal accidents on their allotment plot.
12. The Parish Council holds public liability insurance cover. They will not be responsible for any loss or damage to tenant's property or accidents within the tenants plot.
13. The Tenancy shall cease on the death of the Tenant, and may also cease in any of the following manners:
 - (1) By the Parish Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required for:
 - (i) any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision;
 - (2) By the Parish 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 demanded or not.
 - (ii) if there has been a breach of the Parish Council's terms and conditions set out in this Tenancy Agreement on the part of the Tenant.
14. Any notice required to be given by the Parish Council to the Tenant, may be signed by the Parish Clerk, and may be served on the Tenant either personally, or by leaving it at the Tenant's last known address - or by prepaid post addressed to the Tenant there, or by fixing the notice in a conspicuous manner on the allotment garden.

Any notice required to be given by the Tenant to the Parish Council, shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Parish Clerk, or signed by the Tenant and delivered by hand to the Parish Council Offices.
15. Any matters relating to the Tenancy of an allotment garden that are not covered by or specifically referred to in this Agreement or Terms and Conditions shall be settled by negotiations between the Council and the Tenant.

**WEST WYCOMBE PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT**

I agree to accept and abide by the Terms and Conditions set out in the Tenancy Agreement.

Name

Address

.....Post Code.....

Telephone Number.....

Email address.....

Site..... Plot No.

Size of plot..... Rent from

Signed..... (Tenant) Date.....

Countersigned (Parish Clerk)

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