

BURTON BRADSTOCK PARISH COUNCIL

Mrs Michele Harding *Clerk to the Council*

The Reading Room, High Street, Burton Bradstock, Bridport DT6 4QA

TENANCY AGREEMENT with terms and conditions FOR ALLOTMENT GARDENS

This tenancy will run for twelve months.

THIS AGREEMENT made on xxxxxxxxxxxxxxxxxxxx is between the Parish Council of Burton Bradstock (**The Council**) and **Name:** xxxxxxxxxxxxxxxxxxxx (**The Tenant**) by which it is agreed that:

1. The **Council** shall let to the **Tenant** from year to year the allotment garden provided and numbered as **Plot xx** in the **Council's** allotment register.
2. The **Tenant** shall pay an annual rent of **£xx.xx** on 1st October each year. The first payment shall be due on the 1st October after the commencement of the **Tenancy**.
3. The **Council** reserves the right to revise the rents annually.
4. A refundable deposit of **£25** will be collected by the Council from all new **Tenants**. If the **Tenant** meets the obligations as outlined for a period of 2 years this deposit will be refunded.
5. The **Tenancy** shall be terminated by three months' notice by either party.
6. Notice to the **Council** shall be by Registered Post or email to the **Clerk of the Council** at the Header Address.
7. If the Tenant is in breach of their **Obligations** outlined in this agreement the **Council** reserve the right to terminate the agreement. The **Council** will serve eviction notices as landlords.
8. Termination of agreement occurs 30 days following written notice from the Council. The Council will seek advice regarding breaches of tenants obligations from the the Allotment Association and will always take personal circumstances in to consideration.
9. In the event of a waiting list for allotment gardens, preference will be given to residents of the parish of Burton Bradstock.
10. The **Council** is responsible for the day to day management, public liability insurance and risk assessments of the allotments. Common areas of land and fabric such as pathways, gates, fencing, walls and hedges are the responsibility of the **Council**.

11. The **Tenant** is responsible for any insurance liability on his or her plot.

12. Rents are due on 1st October each year and must be paid within 30 days after which the Tenancy will be deemed to have lapsed and plots re-let accordingly.

I have read and understood this agreement as set out above:

Signed..... Name (Please print).....

Date.....

Signed on behalf of the Burton Bradstock Parish Council.....*Michele Harding*.....

Two copies, one for retention by the tenant

The Tenants Obligations

- a) The plot shall be kept weed free and under active cultivation.
- b) Produce is for domestic consumption only.
- c) Livestock or poultry shall not be kept in the allotment garden.
- d) No dogs shall be brought into the area of the allotments unless they are under control at all times.
- e) The Tenant shall not sub-let any part of their allotment garden.
- f) The Tenant shall not erect buildings or permanent structure on the allotment garden.
- g) The Tenants have a shared responsibility with adjoining plot holders for keeping pathways maintained and free from of obstacles.
- h) Herbicides are not to be used on National Trust Allotments.
- i) Pesticides may not be stored in the allotment gardens.
- j) The river bank between the allotment gardens and the River Bride is managed by the Parish Council in accordance with the Village Flood Prevention scheme approved by the Environment Agency. Tenants shall not obstruct access to the river or deposit waste on or near the river bank.
- k) Tenants shall not cultivate genetically modified crops.

Advice

- l) *Non-chemical means of control are always the first choice for gardeners. But when used for their correct purpose in a responsible manner, pesticides have a useful role in tackling some pests, diseases and weed problems. The Royal horticultural Society provides guidance on the use of chemicals and strongly advises that when a pesticide is required gardeners should:*
 - *Identify the problem correctly and choose an appropriate pesticide for the task,*
 - *Read the label before purchase, and follow all the manufacturer's instructions,*
 - *Only buy the minimum quantity required and store pesticides under secure and safe conditions and*
 - *Dispose of unwanted or out-dated pesticides by consulting the local authority's waste disposal department.*