



BARNSTAPLE TOWN COUNCIL

Allotment Tenancy Agreement October 2021 – September 2022

THIS AGREEMENT made on the 1st day of October 2021 between
Barnstaple Town Council

of Barum House, The Square, Barnstaple, EX32 8LS
(‘the Council’) and *[INSERT TENANT NAME]*

of *[INSERT TENANT ADDRESS]* (‘the tenant’)

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at *[INSERT SITE]* and referenced as *[INSERT PLOT]* in the Council’s Allotment Register.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of October 2021 unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ *[INSERT RENT]* payable in full, in advance and at a proportionate rent for any part of a year which the tenancy may extend. The annual water charge will be calculated with reference to the actual cost of water supplies to the allotment site, divided by the number of plots on the date that the charge is calculated.
4. Pay an initial one-off deposit of £50 at the start of the tenancy agreement, which will be returned by the Council when the tenant leaves the site, provided the plot is in at least as good a condition as it was when first taken over.
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by *[him/herself]* and *[his/her]* family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
7. The tenant shall reside within Barnstaple during the tenancy.
8. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;

- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
- c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
- d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
- e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
- f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden larger than 6 feet by 4 feet and without first obtaining the Council's written consent and if appropriate planning permission;
- g) not bring any glass onto the allotment site; all windows and cold frames must be made of plastic materials.
- h) not fence the Allotment Garden without first obtaining the Council's written consent;
- i) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
- j) trim and keep in decent order all the paths to the right, top and bottom of my allotment(s), including half width of any adjacent common area.
- k) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- l) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- m) ensure that any dog brought onto the site is securely held on a leash.
- n) not drive or park any motor vehicle on any part of the allotment site or block any entrance with their motor vehicle, unless loading or unloading for a short period of time.
- o) not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in hedges, ditches or dykes in or surrounding the

- allotment garden or on any vacant allotment garden or on adjoining land;
- p) practice sensible water conservation, utilise covered water butts on sheds and other buildings as a water conservation practice;
 - q) the tenant may connect their own hose pipes to the taps but must show consideration to the needs of other tenants. Hose pipes may only be used for filling water butts or for the watering of allotment gardens by a handheld hose. Tenants must not use water from any water points on the allotments for automatic continuous watering, such as sprinklers, or for any other purpose other than for the irrigation of allotment gardens.
 - r) the burning of material is not permitted on the Allotment Garden.
 - s) the Tenant is responsible for daily checking wildlife or birds being trapped in or under nets, fleece or other material if used on his/her allotment plot.
 - t) not bring asbestos or other hazardous materials on to the Allotment Garden.
 - u) ensure the access gate shall be closed and locked at all times (for the protection of lone tenants and prevention of unauthorised visitors).
 - v) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - w) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - x) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

11. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
12. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8;
or
 - c. the tenant lives more than one mile outside Barnstaple.
13. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
14. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
16. The tenancy shall be determined on the death of the tenant.
17. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.

18. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Allotments' Manager.

Signed by

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The tenant

and

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Allotment Team

For and on behalf of Barnstaple Town Council