

(210331 Asset Management Committee Annex E – reviewed and approved amendments to clauses 6 and 7.f, 7.g and new clauses 7.m and 7.n)

(200506 Asset Management Committee reviewed and approved amendment to clause 7.f)

THIS AGREEMENT made on the *[insert date]* day of *[insert month 2020]* between St Cuthbert (Out) Parish Council of c/o Monitoring Officer, Mendip District Council, Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT ('the Council') and *[insert full name of tenant – more than one person may be named]* of *[insert tenant's address]* ('the tenant') by which it is agreed that subject to the receipt by the Council of this Agreement signed by the tenant within twenty eight (28) days of the date of this Agreement, without which signature there shall be no Agreement between the parties and the Allotment Garden offer shall be withdrawn without further notice, that:

1. The Council shall let to the tenant the Allotment Garden situated at St Cuthbert (Out) Parish Council Allotment Gardens, Wells Road, Wookey Hole, Somerset BA5 1DN and referenced as *[insert number]* in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the *[insert date]* day of *[insert month]* 2020 [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable in full on the 1st day of October 2020 [and for every year after the first year of the tenancy on the 1st day of October]. In addition, the tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable in full on the 1st day of this agreement to be held as a deposit which will be returned to the tenant when the tenancy ends and the plot is returned to the Council in either the same condition or better condition.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable, herbs and flowers for use and consumption by [him/herself] and [his/her] family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable, herbs and flowers in the Allotment Garden.
6. Any new tenant shall reside within the St Cuthbert (Out) Parish during the tenancy from 31st March 2021. Only one plot per household address is permitted.
7. 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 poultry in the Allotment Garden other than reasonable numbers of hens which shall not be kept for a business or a trade;

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- d) the tenant may bring their dog into the Allotment Garden where the dog must be kept under control and not cause a nuisance to other tenants. The tenant must ensure all dog faeces are removed from site immediately. If the tenant has been in breach of the conditions of this clause, this privilege will be withdrawn from the tenant.
- 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 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 without first obtaining the Council's written consent and if appropriate planning permission. No shed or other construction will be permitted to proceed on the allotment gardens until the council has been furnished with a copy of the planning permission or exemption certificate and has issued the tenant with its approval in writing for construction to proceed. Permission from the Parish Council to put up a structure is completely separate to the grant of planning permission from Mendip District Council who are the planning authority. The maximum size of a plot shed or any structure, should permission be authorised, is 6x4ft (1.2x1.8m) as a footing, and 7.3ft (2.2m) in height. The Council insists on a "no glass" policy on any plot.
- g) maintenance of the fences and gates forming the outside boundaries of the St Cuthbert (Out) Allotment Gardens site is the responsibility of the Council. The tenant must maintain and keep in repair the fences a) closest to car park, b) back, c) front and d) gates surrounding their individual Allotment Garden;
- h) maintenance of the hedges forming the outside boundaries of the St Cuthbert (Out) Allotment Gardens site is the responsibility of the Council. The tenant must trim and keep in decent order all hedges forming part of their individual Allotment Garden;
- i) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- j) 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;
- k) permit an inspection of the Allotment Garden at all reasonable times throughout the year by the Council's employees or agents;
- l) 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.
- m) Tenants are requested to put only compostable material in compost bins and not to include any meat, fish, bones, cooked food and dairy products.
- n) Ignite bonfires on the specified day of the 1st Sunday of the month, ensuring bonfires are contained, means of extinguisher are available and consideration is given to wind direction and neighbouring tenants and residents.

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8. 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.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. 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.
11. 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 has not worked their Allotment Garden for a period of more than two months during the growing season.
12. 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.
13. 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.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
15. 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 the tenant.
16. 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 Parish Clerk.

Signed by

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The tenant

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and

.....*[signature of the Council's Proper Officer]*

[insert name PARISH CLERK]

For and on behalf of the Council

Parish Clerk

St Cuthbert (Out) Parish Council

c/o Monitoring Officer

Mendip District Council

Cannards Grave Road

Tel: 07498 780143

Email: parishclerk@stcuthbertout-pc.gov.uk

Website: www.stcuthbertout-pc.gov.uk