

Allotment Garden Tenancy Agreement

(Approved by the Asset Management Committee, 7th September 2022)

THIS AGREEMENT made on the [insert date] day of [insert month and year] 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] of [insert Tenant's address] ('the Tenant').

By signature the Tenant confirms having read and understood this Agreement and affirms willingness to abide by its terms.

It is agreed that subject to the receipt by the Council of this Agreement signed by the Tenant together with payment in advance of not less than one quarter of the due annual rent within twenty eight (28) days of the date of this Agreement, without which signature and payment there shall be no Agreement between the Parties and the offer of an Allotment Garden shall be withdrawn without further notice, that:

1. Effective 31st March 2021, all Tenants applying for an Allotment Garden on the Site for the first time, shall be resident within the civil parish of St Cuthbert (Out). Only one plot per household address is permitted.
2. 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 (hereinafter "the Site") and referenced as Plot [insert number] in the Council's Allotment Register ('the Allotment Garden') outlined in red for identification purposes only on the plan hereto attached.
3. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the [insert date] day [insert month and year] and thereafter from year to year unless determined in accordance with the terms of this tenancy.
4. The Tenant shall pay a yearly rent in accordance with the Council annually reviewed pricing policy for Allotment Gardens, a copy of which is available by application to the Parish Clerk, whether demanded or not which shall be payable in full on the first day of October and every year thereafter. First time tenants to the Site shall pay a deposit equivalent to one year's rental, returnable when the tenancy ends, and the Allotment Garden returned to the Council in the same or better condition as when first let. The Council reserves the right to amend the terms of the Agreement by notice to the Tenant no later than six weeks before the anniversaries of this Agreement. Tenancies commencing after October will attract a prorated rental until the next October when the normal annual rent becomes due.
5. The Tenant shall use the Allotment Garden solely for the cultivation of fruit, vegetables, herbs and flowers for use and consumption by the Tenant and their family as permitted by the Allotments Act 1922 Sec. 22 (1).
6. 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.
7. During the period of tenancy, the Tenant shall observe the Allotment Gardens' Terms & Conditions of Tenancy at all times, a copy of which is attached.
8. The Tenant shall ensure the Allotment Garden remains in a safe and workmanlike condition and does not pose a danger to anyone who may enter onto the Allotment Garden. Any chemicals and or plant treatments and equipment necessary to the cultivation of the Allotment Garden shall be stored a safe and securely locked location.

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Any children entering the Site or Allotment Garden shall be supervised by a competent adult at all times.

9. Each Party hereto shall indemnify and hold harmless the other from and against any and all claims, demands, proceedings, costs, damages, expenses (including legal expenses) liabilities and awards whatsoever in respect of or arising as a result of personal injury to, or death of, or disease of the other Party and damage to or loss of property, legal liability to third parties and consequential loss or damage, including but not limited to financial loss whether arising directly or indirectly of the Parties and regardless of any negligence or breach of duty on the part of either Party.
10. The Site should reflect the peace and quiet of a rural residential neighbourhood. Permitted hours of working within the Site are the hours of daylight save the use of any machinery, or repair and maintenance activities generating any noise are not permitted before 7:00 AM or after 8:00 PM. The Site to be vacated no later than 9:30 PM or 1 hour after sunset whichever is the earlier.
11. The Tenant shall observe any changes or alterations to the tenancy rules that the Council may make or revise from time to time for the regulation and management of the Allotment Garden and other Allotment Gardens let by the Council.
12. The Tenant agrees to join the Site's Allotment Association, if such exists, and to use their best efforts to attend meetings of the Association called by the Association or by the Parish Clerk.
13. The tenancy may be terminated:
 - a. 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
 - b. by the Tenant by two month's written notice to the Council.
14. The provision of the Allotments Act 1922 Section 1 - Determination of tenancies of allotment gardens - applies, in particular the tenancy may be terminated by the Council by service of one month's written notice on the Tenant in the event:
 - a. the rent is in arrears for more than 40 days; or
 - b. three months after the commencement of the tenancy the Tenant is in breach of this tenancy agreement (Allotments Act 1922 Sec 1 (1) e; or
 - c. the Tenant has not worked or maintained the Allotment Garden for a period of more than two consecutive months unless for good reasons including ill health, pregnancy, family difficulties and the like, and such being notified to the Council.
15. If the Tenant shall be 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 without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due and outstanding before the time of such re-entry. The termination of the tenancy by the Council in accordance with this clause or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
16. On the termination of the tenancy, the Tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden, and any trees and produce planted by the Tenant unless the Council agrees otherwise which shall be confirmed in writing to the Tenant.

Any written notice required under the terms of this Agreement shall be sufficiently served if sent by Royal Mail First Class post with receipt for proof of posting or left by hand at the parties' address. Any notice to be served by the Tenant shall be addressed to the Council's Parish Clerk.

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17. If any provision of this Agreement is found to be unenforceable or invalid by a competent authority the parties agree that the rest of the Agreement shall stand. This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Signed by [print full name] The Tenant

..... [Signature of the Tenant]

[print name] Parish Clerk

..... [Signature of the Council's Proper Officer]

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