

BURSTWICK PARISH COUNCIL

Tel No: 07842620178 - Email: burstwickpc@gmail.com - Web: www.burstwickpc.co.uk

THIS AGREEMENT made on the day of , 2022 between Burstwick Parish Council ('the Council') and of ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment plot (this includes allotment gardens and parish gardens) situated at Hariff Lane, Burstwick and referenced as No in the Council's Allotment Register ('the Allotment Plot')
2. The Council shall let the Allotment Plot to the tenant for a term of one year commencing on the day of 2022
3. [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.
4. The tenant shall pay a yearly rent which is due in full on or around 6 April each year, council reviews rents each March, tenants are given a year's notice if rents are increased. New tenants will also pay a £50 deposit which is refundable at the end of the tenancy subject to the allotment being left in a good condition and ready for an immediate re-let. If any works/costs are required from the Council the £50 will not be returned.
5. The tenant shall use the Allotment Plot 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 Plot.
7. During the tenancy, the tenant shall observe the following conditions:
 - a) keep the Allotment Plot 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 Plot;
 - c) not keep livestock or poultry in the Allotment Plot 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 Plot except those referred to in (c) above and dogs on leads, 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 Plot without prior permission from the Parish Council;
 - 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 Plot without first obtaining the Council's written consent and if appropriate planning permission;
 - g) sheds to be 9'x6' maximum with apex of 7', greenhouses to be a maximum of 13'6 x 11';
 - h) tenants are permitted to only use a hosepipe to fill personal water butts located on their allotment plot(s). The use of a hosepipe to water allotment plots is prohibited. Any tenant found to be using a hosepipe to water their allotment directly could have their tenancy agreement terminated;
 - i) the use of firearms is strictly prohibited;
 - j) use garden sprays with caution;
 - k) small bonfires of garden waste only (no plastic) are permitted when due consideration is given to neighbouring properties and roads so as to not cause danger, nuisance or annoyance.
 - l) not fence the Allotment Plot without first obtaining the Council's written consent;
 - m) maintain and keep in repair the fences and gates forming part of the Allotment Plot;
 - n) trim and keep in decent order all hedges forming part of the Allotment Plot;

- o) not plant any tree, shrub, hedge or bush without first obtaining the Council’s written permission (excluding fruit bushes);
 - p) not cut, lop or fell any tree growing on the Allotment Plot without first obtaining the Council’s written consent and if appropriate planning permission;
 - q) be responsible for ensuring that any person present in the Allotment Plot with or without the tenant’s permission does not suffer personal injury or damage to his/her property;
 - r) permit an inspection of the Allotment Plot at all reasonable times by the Council’s employees or agents;
 - s) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Plot or the Allotment Plot of another tenant.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Plot.
 9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Plot.
 10. Tenants may rent no more than two Allotment Plots.
 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 30 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 6
 13. The tenancy may be terminated by the tenant by serving on the Council not less than two months’ written notice to quit.
 14. On the termination of the tenancy, the tenant shall leave the Allotment Plot in a clean and tidy condition and remove any shed, greenhouse or other building or structure erected in the Allotment Plot unless the Council agrees otherwise which shall be confirmed in writing to tenant.
 15. Any written notice required by the tenancy shall be sufficiently served if sent by post to or left at the parties’ address. Any notice to be served by the tenant shall be addressed to the Council’s Clerk.

Print and Signed by: [Print].....[Signature].....
 The tenant

Date.....

Print and Signed by: [Print]..... [Signature]
 The Parish Clerk - On behalf of Burstwick Parish Council: