



Dursley Town Council

Town Clerk: Mr John Kay

Jacob's House, Castle Street,
Dursley, Gloucestershire, GL11 4BS
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For Office Use

Date received –

Date recorded -

Tenancy Agreement for Allotment Garden, Kingshill

Plot Number

This Agreement explains the terms and conditions that you and we must obey when you rent an allotment. Do not sign this Agreement unless you understand and agree to be bound by these terms and conditions.

We hereby offer you the above plot upon the following terms and conditions:

1. You must pay the annual rent on the first day of April each year. The rent is £*** for the period – ***** to *****. The first rent payment shall be due on signing the Agreement, thereafter we will send you a yearly invoice and expect payment within 30 days of demand. If you wish to pay your rent in quarterly instalments please contact the office. The rent is subject to an annual review.
2. You must reside within the Parish of Dursley during the continuance of the tenancy. You must tell us as soon as possible of any changes in your address/contact details.
3. The tenancy is subject to a 12 month probationary period, during which we will review the tenancy to ensure that the allotment garden is being maintained satisfactorily.
4. You must use your allotment garden for the purposes of the production of fruit, vegetables and flowers for domestic consumption by yourself or family members.
5. We may end your tenancy by giving you 12 months' notice to quit. This notice must end on any day on or before the 6th April or any day on or after 29th September in any year. You may end your tenancy by giving us **one months'** written notice of the date you will hand back the tenancy.
6. We may require your allotment garden for the purpose, (not being the use of the land for agriculture), for which the land was acquired by us or appropriated by us under any statutory provision. If so we can re-enter your allotment, so long as we have given you 3 months written notice of the intended re-entry. We will endeavour to give you as much notice as possible.
7. We may re-enter your allotment garden after 3 months previous notice in writing to you if the land is required for building, mining or any other industrial purposes or the placement of roads or sewers necessary in connection with any of those purposes.
8. We may end your tenancy and re-enter your allotment garden for non-payment of rent or if you become bankrupt or compounded with your creditors. We may still recover money from you if you have incurred any liability under this agreement, even after the ending of your tenancy.
9. If you breach any terms or condition of the agreement we can bring your tenancy to an end. We may re-enter your allotment garden and end your tenancy with or without notice depending on the seriousness of the breach. We may still recover money from you if you have incurred any liability under this agreement, even after the ending of your tenancy.

10. You must give us back the allotment at the end of your tenancy in good condition. We may recover from you compensation if there has been any deterioration of your allotment caused, in our opinion, by your failure to fulfil this Agreement. You could be responsible for meeting a) the cost of thoroughly cleaning and digging the land; b) any loss of rent incurred by the Council through not being able to re-let the land consequent upon its condition; and c) any other costs incurred by the Council such as legal or staffing costs.
11. On the termination of the tenancy (other than for breach of conditions) you are entitled to receive such compensation as provided for by the Allotments Acts 1908 to 1950. If you have been paid or promised any compensation by an incoming tenant of the allotment garden, you must inform us in writing before making a compensation claim.
12. We will pay all rates, taxes, dues or other assessments which may at any times be levied or charged upon the allotment garden.
13. You must allow us at all reasonable times to inspect your allotment garden. Site inspections are carried out on a regular basis.
14. During the tenancy, you must observe and adhere to the terms and conditions of the Agreement. These are subject to allotment legislation and allotment garden rules made and amended by us from time to time. Further copies of the terms and conditions can be obtained from the office on request and from our website www.dursleytowncouncil.gov.uk .
15. You must keep the plot clean, reasonably free from weeds, in a good condition and in a good state of cultivation and fertility. In the event that you are otherwise and temporarily incapacitated and unable to manage the plot, you must inform us in writing. You must put in place measures to have the plot maintained at your own expense for the duration.
16. You must practise sensible water conservation and avoid using excessive water when watering your allotment garden. Consider mulching to conserve moisture. Water butts should be covered.
17. You must not cause any nuisance or annoyance, including noise nuisance, to anyone living in the surrounding area or the occupier of any other allotment garden. Noise caused by the reasonable use of power-driven tools, e.g. strimmers, lawn mowers, is permitted.
18. You must not obstruct access and should keep all paths set out for use by allotment tenants clean and tidy.
19. You must not keep any livestock or poultry of any kind on the allotment garden other than reasonable numbers of hens or rabbits for your own domestic consumption, subject to our prior agreement and in accordance with best practice for animal husbandry. You will be liable for any claim arising from livestock kept on the allotment garden.
20. No dog shall be brought into or kept in the area of the allotment site by yourself or by anyone acting with your authority or approval.
21. You must not assign the tenancy nor sub-let or part with the possession of any part of the allotment garden. This means that you cannot hand over your allotment to anyone except us.
22. You must not cut, lop or fell any tree growing on the allotment garden without our written permission.
23. You must not sell or take away from your allotment any soil, gravel, sand or stones without our written permission.

24. You must not erect any building or other structure on the allotment garden without first obtaining our written permission. Proposals including the type, size, material used and location of structures must be submitted for consideration. All sheds, polytunnels and other structures must be kept in good condition and not obstruct any pathways or cause a nuisance to other allotment garden tenants. You will be liable for any claim arising from structures on the allotment garden. Any building erected and found upon inspection to be unsatisfactory, unsafe or unsightly will be required to be removed. You must remove the structure if we ask you to and, on ending your tenancy, you are responsible for its removal or transfer of ownership to a new tenant.
25. You must not deposit or allow the deposit of refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) on the plot, or on any other area in or surrounding the allotment site.
26. No visitors are permitted on the site unless they are accompanied by you or a member of your family. You can give express permission to another person to carry out specified tasks on your plot in your absence. We have the right to refuse the admission of visitors to the allotment gardens.
27. You must not carry on any trade or business from the allotment site.
28. You must not enter upon, take or remove any tool, plant or crop from any other allotment garden without the tenant's permission.
29. You must not use the allotment garden to store any item/s other than for a horticulture use on the allotment. The use of barbed wire for fencing is not permitted.
30. You must observe allotment rules relating to the use of bonfires. (Please follow the Bonfire Guidelines issued).
31. You must observe and perform any other special conditions which we consider necessary to preserve the allotment garden from deterioration and of which notice is given.
32. We may give you written notice under this agreement by delivering it to you personally or by posting it to your last known address. You may give us any such notice by delivering or posting to – **Dursley Town Council, Jacob's House, Castle Street, Dursley, GL11 4BS.**

You may take possession of the Allotment Garden Plot with immediate effect.

To: The Town Clerk, Dursley Town Council.

I ACCEPT the offer of the tenancy of Allotment Garden No. at the Cemetery, Kingshill, Dursley upon the terms and conditions specified above.

For the purposes of communication, I agree to my name, address, contact number and email being held on the Council's computer system. **Information is held in compliance with the Data Protection Act 1998.**

Signed..... Printed Name.....

Date.....

Address.....

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Telephone Number:.....Email address:.....