



Claydon with Clattercote

Claydon with Clattercote Parish Council

ALLOTMENT TENANCY AGREEMENT Reviewed 2023

This agreement made on _____ between **Claydon with Clattercote Parish Council** (the Council) and _____ (the tenant) by which it is agreed that:

1. The council shall let to the tenant the allotment gardens situated at **Appletree Road, Claydon, Banbury, Oxon** and referenced as _____ in the council's allotment register.
2. The council shall let the allotment gardens to the tenant for a period of 12 months commencing on _____ 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 £5 for each allotment plot, whether demanded or not, which shall be paid in full on _____ and for every year after the first full year of the tenancy on the **1st January**. **Payment should be made by BACS to sort code: 30-90-42, Acct no: 24030068.**
4. The tenant shall use the allotment gardens only for the cultivation of fruit, vegetables and flowers for use and consumption by themselves and their families.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables, and flowers in the allotment garden.
6. The tenant shall reside within 10 miles of **Claydon with Clattercote parish** during the tenancy.
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 any other tenants of the allotment gardens or any person using the Claydon playing field or play area.
 - c) Not keep livestock or poultry in the allotment garden other than reasonable number of hens or rabbits which shall not be kept for a business or 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. The Council will need to be assured that animals will be properly housed and that all feed will be securely stored from vermin.
 - 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 or rabbits referred to in (c) above the tenant shall not erect a shed, greenhouse, or other building structure without first obtaining the Council's written consent and if appropriate planning permission.
 - g) Not fence the allotment garden without first obtaining the Council's written consent.
 - h) Maintain and keep in repair the fences and gates forming part of the allotment garden.
 - i) Trim and keep in decent order all hedges forming part of the allotment garden.
 - j) Not plant any tree, shrub, hedge, or bush without first obtaining the Council's written consent.
 - k) Not cut, lop or fell any tree growing on the allotment garden without first obtaining the Council's written consent.

Community - Support our local communities, encourage inclusion and diversity.

Environment - Protect and enhance our local environment.

Governance - Promote participation, good management, and efficiency.

To maintain and enhance the quality of life and sense of community within the Parish of Claydon & Clattercote.
To safeguard the individual character of our village and protect its rural environment whilst supporting sustainable development that meets the needs of residents now and in the future.

- l) 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.
 - m) Permit an inspection of the allotment garden at all reasonable times by the Council's employees or agents.
 - n) Not obstruct or permit the obstruction of the access to the allotment gardens.
 - o) Be liable for any costs associated with returning an unkempt allotment garden back into use either by an allotment garden holder or the Council i.e. the cost of clearing and making good the allotment garden.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the allotment gardens – see Appendix 1.
 9. The council shall pay the 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 July or on or after the 29th day of December 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 more.
 - b) Three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8.
 - c) The tenant lives more than ten miles outside Claydon with Clattercote Parish.
 - d) The allotment garden is not kept maintained or cultivated.
 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 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 agreed 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 Parish Clerk.

Signed (the tenant(s))
GDPR - I give consent for the parish council to keep my name, address, e-mail address and telephone number in order to contact me regarding my allotment tenancy.
 Signed..... (the tenant(s))

Date.....

Signed..... (on behalf of Claydon with Clattercote Parish Council)

Date.....