



THE IVERS PARISH COUNCIL

**TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN
(Resolved by Facilities & Events Committee xxx)**

THIS AGREEMENT made on the 1st October 2023 between The Ivers Parish Council of 45B High Street, Iver, Bucks, SL0 9ND ('the Council') and [plot holder] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Slough Road, Iver Heath and referenced as Plot [number] IVER HEATH in the Council's Allotment Register ('the Allotment Garden').
2. The Council shall let the Allotment Garden to the tenant for a term from the 1st October 2023 to the 30th September 2024 [and thereafter from year to year] from the 1st October unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay;
 - a. a deposit of £45 before commencement of the tenancy. The deposit will be returned at the end of the tenancy subject to any necessary remedial works
 - b. a yearly rent of [£30.00 per plot – size 1] [£45.00 per plot – size 1.5] [£60.00 per plot – size 2] [£75.00 per plot – size 2.5] whether demanded or not which shall be payable on the commencement of tenancy for the period starting 1st of October 2023 at the current rate of [£30.00] [£45.00] [£60.00] [£75.00] for each plot and for every year after the first year of the tenancy on the 1st day of October.
 - c. a pro rata water bill contribution based on average consumption across the Allotment Garden in the previous financial year.
4. All fruit, vegetables, flowers and other produce from the allotment garden shall be for the sole use of the tenant and his/her family and friends.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. During the tenancy, the tenant shall:
 - a. keep the Allotment Garden clean and in an appropriate state of fertility and cultivation with at least 40% of the plot area actively cultivated;
 - b. not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;

- c. not keep livestock or poultry in the Allotment Garden 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 Garden except those referred to in (c) above without first obtaining the Council's written consent. No dog to be brought on to the allotment site, unless on a lead;
 - 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 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 Garden without first obtaining the Council's written consent and if appropriate planning permission. No permanent footings are to be made;
 - g. not to fence the Allotment Garden without first obtaining the Council's written consent. No permanent footings are to be made;
 - h. assist in the maintenance and repair of the fences, tracks, paths 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, ornamental shrub or bush, or hedge without first obtaining the Council's written permission;
 - k. not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - 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 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.
 - o. be responsible for the behaviour of any visitor working on the plot or accessing the Allotment Garden as part of working on the plot. Anti-social behaviour is taken very seriously by the Parish Council and may result in the termination of your tenancy.
7. 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.
8. The council will only grant a concession on the grounds of hardship and on receipt of proof that the tenant is claiming a benefit (i.e. UK State Pension, Universal Credit, Personal Independence Payment) and will only apply to one plot (the largest) if the tenant has two or more allotment plots.

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 6; or
 - c. has allowed their plot to suffer by the growth of obnoxious weeds or from any other cause, or in any way causing a nuisance to other tenants, shall be required to abate such nuisance within one month upon being given notice and failing to do so to, surrender their tenancy.
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 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 Clerk to the Council.

Signed by

and

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The tenant

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Karen Crowhurst
Locum Clerk to the Council
For and on behalf of the Council