



## MELKSHAM WITHOUT PARISH COUNCIL

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### **TENANCY AGREEMENT FOR BERRYFIELD AND BRIANSFIELD ALLOTMENT GARDENS, BERRYFIELD LANE, MELKSHAM, WILTSHIRE. SN12 6EH.**

THIS AGREEMENT made the .....Between the Melksham Without Parish Council (hereinafter called the Council) and of .....(hereinafter called the Tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximate area of 5 perches, being part of the Allotment Gardens provided by the Council at .....and numbered ..... in the Council's Allotment Register.
2. The annual rent shall be due on the first day of October each year. The rent will be reviewed annually and any increase will be implemented with effect from the next 1<sup>st</sup> October. The Tenant undertakes to accept rent increases as considered necessary by the Council for the upkeep and maintenance of the Allotment.
3. The tenancy may be terminated by the Council serving at least 12 months written notice on the tenant. The tenancy may be terminated by the Tenant giving at least two months' written notice of termination for the forthcoming growing season in the current year, or before the 6<sup>th</sup> February.
4. Priority for letting of allotments shall be given to residents who live in the Parish of Melksham Without
5. The tenant shall during the tenancy carry out the following obligations:-
  - a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated and free from weeds. The Tenant shall not deposit any waste material outside his own Allotment Garden.
  - b) No nuisance or annoyance shall be caused by the tenant to any residents in the area or to any tenant of any other part of the Allotment Gardens provided by the Council.
  - c) The Council is not responsible for loss by accident, fire, theft or damage from the Allotment Gardens.
  - d) At least two thirds of the Allotment Garden must be in cultivation at any one time. The Tenant may not keep livestock except with the written permission of the Council and then only 6 hens or 6 rabbits may be kept per 5 perches which must not cover more than one third of the Allotment Garden. No cockerels shall be kept.
  - e) No dog shall be brought into or kept in the area of the Allotment Garden by the Tenant or by anyone acting with his/her authority or approval.
  - f) The Tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
  - g) The Tenant shall not erect any structure; for example, shed, greenhouse, chicken house on the Allotment garden nor fence the Garden without first obtaining the written permission of the Council. A site plan showing the proposed site should accompany any written request. The maximum size permitted for a shed is 183cm x 122cm (6ft x 4ft) and for a greenhouse 183cm x

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183cm (6ft x 6ft). The site must be approved by the Allotment warden prior to erection. Sheds need to have a water butt or equivalent connected. The tenant shall respect all hedges, fences and ditches which border the Allotment Garden and shall not cause any damage whatsoever to any boundaries of the Allotment Garden.

- h) Any sightings of rats must be reported to the Council for professional removal, tenants MUST NOT put down any rat poison anywhere on the allotments.
- i) The Tenant shall not without first obtaining written consent of the Council, cut, lop or fell any tree growing on the Allotment Garden.
- j) The Tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by him/herself and his/her family.
- k) The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
- l) The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens. The Tenant shall maintain the existing paths between allotments.
- m) The Tenant shall not light a fire on the said plot, which when the wind is in a certain direction, might cause annoyance/nuisance to residents of the properties adjacent to the plot. ALL fires must be attended at all times and be fully extinguished before leaving the site.
- n) There shall be no parking on the section of Berryfield Lane leading to Boundary Farm.
- o) Tenants may use the Briansfield car park only when tending the allotment plot. The car park gate shall remain closed after parking.
- p) Tenants are not permitted to grow genetically Modified Crops (G.M. Crops).
- q) The Tenant is responsible for ensuring that a clear number for his/her plot is displayed at all times.

6) The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

7) If the Tenant has been in breach of any of the conditions of this Agreement for a period of one month or longer, the tenancy shall come to an end, but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent due.

8) On the termination of this tenancy, the tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950. Should the outgoing tenant have been paid, or promised any compensation by any incoming tenant the outgoing tenant shall inform the Council of any such compensation before claiming any compensation from the Council.

9) Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered to the address at the head of this Agreement.

10) The Tenant shall observe and perform any other special condition which the Council may consider necessary to preserve the Allotment Gardens from deterioration.

Signed by Clerk to the Council.....Date:.....

Signed by the Tenant.....Date:.....

*Based on NALC recommended Allotment Agreement & amended by Melksham Without Parish Council  
9<sup>th</sup> October 2017*