



Beaudesert & Henley-in-Arden Allotments (BaHA) **ALLOTMENT TENANCY AGREEMENT**



EXAMPLE AGREEMENT

This is an agreement between Beaudesert & Henley-in-Arden Joint Parish Council and The Tenant,

A. N. Other, 12 Nowhere Close, Henley-in-Arden, B95 5

The Council agrees to let and the Tenant agrees to hire, as a yearly Tenant from: **Day Month 20??**

Allotment Site: **South** Plot Number*: **S10** Annual Rent: **£ 50.00**

Concession(s): **None**

* Highlighted Red in Annex A: Allotment Diagram

The BaHA's are statutory allotments and as such are governed by UK legislation as per the Allotments act of 1908 updated in 1925 and 1950. The Local Government Act 1972, the Local Government, Planning and Land Act of 1980, and the Statute Law (Repeals) Act 1993.

1. The Yearly Allotment Rent will be subject to annual review by the Beaudesert & Henley-in-Arden Joint Parish Council (hereinafter called the JPC).
2. The Tenancy is subject to the following conditions:
 - a. The rent will be paid in advance on 1st April each year. Invoices will be sent out in March.
 - b. The Tenant shall use the Allotment (hereinafter called the Plot) for growing vegetables, fruits and/or flowers and shall not permit the Plot to be used for the purpose of any overnight accommodation, trade, business or any activity incompatible with allotment gardening.
 - c. The tenant must reside within the outer boundary of Beaudesert & Henley-in-Arden joint parishes. If a tenant is permitted to reside outside this boundary, the JPC may give 12 months notice if the allotment is required for a new tenant who lives within the boundary.
 - d. The Tenancy will end on the death of the tenant. The tenant's surviving family may continue with the tenancy, with the consent of the Council and on the signing of a new BaHA allotment tenancy agreement.
 - e. The JPC shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify the JPC in respect of any such claim made against it.
 - h. The JPC shall accept no liability to the tenant in respect of any damage to the Plot or theft of any item or structure placed on the Plot or the allotment site.

3. The Tenancy can be terminated by the JPC, giving 28 days notice, if:
 - a. the rent is in arrears for 40 days or more, whether legally demanded or not.
 - b. after 3 months tenancy, the Plot is not clean and in a good state of cultivation. (see **17.** in the accompanying Guideline “Do’s and Don’ts” for any exception and noted in concessions above)
 - c. the tenant has failed to comply, within a reasonable time, with a notice requiring the tenant to remedy any failure to observe the conditions of this agreement and the guidelines as listed in the allotment “Do’s and Don’ts” document.
4. The Tenancy can also be terminated by:
 - a. the JPC, giving 12 months notice before 1st April or after 30th September, in any year.
 - b. the JPC, giving 3 months notice in writing, at any time, if the Plot or any part of the allotment site, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the JPC by other agencies.
 - c. the Tenant, giving 3 months notice, at any time.
5. The Tenant will:
 - a. keep the Plot fertile, strimmed and clean, with a minimum half (50%) under cultivation.
 - b. not cause any nuisance or annoyance to any other tenant.
 - c. not obstruct or encroach upon any path set out by the JPC for the use of other tenants.
 - d. not sub-let or assign, to another person, any part of the assigned Plot.
 - e. not, without the written consent of the JPC, cut or prune any trees (except permitted fruit trees – see below), or take or sell any mineral, gravel or clay from the allotment site.
 - f. keep any hedge that forms part of the Plot boundary cut and trimmed.
 - g. not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the Council for the use of other tenants.
 - h. keep all paths clean and free from weeds, with a minimum width of 40cm (60cm if fenced).
 - i. need permission from the JPC if you wish to erect structures over 1 meter in height including sheds, greenhouses etc.; No material should be used that poses a risk to health and safety, for example, corrugated iron, barbed wire, glass etc.
 - j. not plant any fruit trees without the approval of the JPC. If consent is given, the maximum height of the trees should be 3 metres; all tree branches must remain within the boundary of the host Plot and should not obstruct any pathways.
 - k. not place on the Plot any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of a tenants Plot).

- l. not place any matter in any hedges, pathways or on any adjoining land.
- m. ensure that any dog brought into the allotment is securely held on a leash and any fouling is removed. Tenants have a duty of care to each other and to visitors.
- n. not keep any animals or livestock of any kind on the allotment.
- o. not erect any notice or advertisement on the Plot or allotment site.
- p. notify the Council of any change of address.
- q. observe and perform any other special conditions, which the JPC considers necessary to preserve the Plot and allotment site from deterioration.
- r. will ensure all pesticides are stored in compliance with government regulations and manufacturers instructions, secured in locked sheds.
- s. when using sprays or fertilisers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
- t. will not store any combustible fuels.
- u. will ensure all water receptacles are stable, not sunken and have secure covers.
- v. all sheds and structures are maintained in a reasonable and safe condition.
- w. on termination of this agreement, the tenant will make arrangements for the removal of all personal property within 28 days.
- x. keep the use of bonfires to a minimum. If used they must be supervised throughout with water available in close proximity in case of emergency, and must be extinguished at least one hour before leaving the site. Use of a suitable metal container for a bonfire is recommended where possible.

6. Any officer or member of the JPC will be entitled, at any time, to enter and inspect the Plot.

7. The Clerk may sign any notice or agreement required to be given to the Tenant.

8. This tenancy agreement replaces all previous allotment agreements, if any exist, between the JPC and the Tenant, and if not returned signed within 30 days of receipt, serves as 12 months notice of termination in accordance with the Allotments Act

Signed: _____ Date: _____

(Tenant)

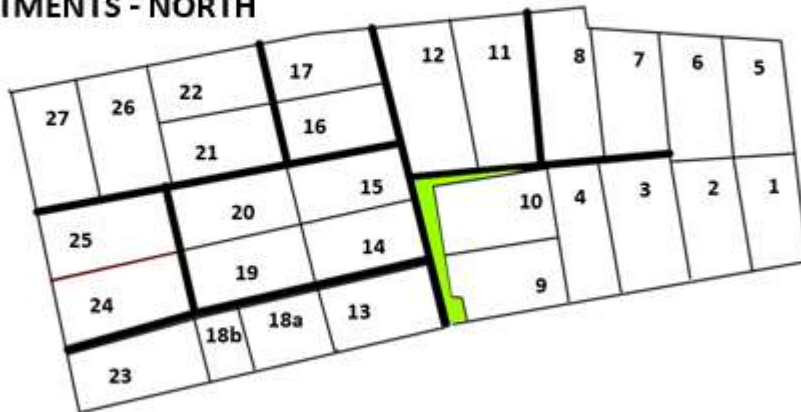
Signed: _____ Date: _____

(Clerk to the Beaudesert & Henley-in-Arden Parish Council)

Annex A. Allotment Diagram



ALLOTMENTS - NORTH



ALLOTMENTS - SOUTH



Not to Scale