

# BURSTWICK PARISH COUNCIL

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## ALLOTMENT TENANCY AGREEMENT

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This Agreement is made between **BURSTWICK PARISH COUNCIL** and

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**For the lease of Allotment/Garden No** .....

1. The land shall be cultivated and kept thoroughly clean and free from weeds. No soil is to be removed from the land. The keeping of any form of livestock, other than Chickens and Rabbits, is prohibited. Permission shall be obtained from the Parish Council, such permission not to be unreasonably withheld provided that the keeping of Chickens and Rabbits on the Allotment will not be prejudicial to health or cause a nuisance.
2. All Allotment tenants with adjacent hedges, footpaths and tracks will be responsible for keeping these in good order.
3. If the above conditions are not complied with, the Council reserves the right, after giving notice, to take over the Allotment and have it cleaned and charge the tenant accordingly.
4. The Parish Council cannot be held responsible for damage done to crops or the like, due to causes beyond its control. Tenants are required to use extreme care when using sprays.
5. The allocation of land and subsequent renewal of the lease is to be at the sole discretion of the Parish Council.
6. Rent paid is to be determined each March by the Parish Council, and notice of any alteration is to be given in writing to commence the following April.
7. A tenant must not cause a nuisance to other Parish Council tenants or occupiers of land adjoining Parish Council land.

8. No building or enclosure may be erected without the permission of the Parish Council. Plans to be submitted with any application to erect a building. Sheds to be 9'x 6' maximum with height at the apex of 7'. Greenhouses to be a maximum of 13'6" x 11'.
9. The use of hosepipes is prohibited.
10. The use of firearms is strictly prohibited.
11. Small bonfires of garden waste only (no plastic) are permitted when due consideration is given to neighbouring properties and roads so as not to cause danger, nuisance or annoyance.
12. A tenant shall not sub-let any part of the land without the permission of the Parish Council. Such permission not to be unreasonably withheld.
13. Rent to be paid in advance to the Parish Clerk on or around 6 April.
14. The conditions laid down by the Parish Council relating to the use of the land are to be observed at all times. Any breach of these rules will lead to the tenant being given notice to quit.
15. Notice of termination of the lease by the tenant to be 6 months, given in writing from 6 April or 6 October. The tenant is to leave the Allotment in a clean and tidy condition. The Council have the right to give tenants 3 months' notice if the tenant is in breach of contract.

**I agree to accept and abide by the above conditions and pay the annual rent as fixed by the Parish Council**

**Signed.....**

**Dated.....**