

Yelvertoft Parish Council

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the _____ (date) between Yelvertoft Parish Council ('the Council') and _____ ('the tenant') of _____ (address)

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Yelvertoft Allotments and referenced as _____ in the Council's Allotment Register ('the Allotment Garden').
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of January 2020 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent whether demanded or not which shall be payable in full on the 1st day of January 2020 and for every year after the first year of the tenancy on the 1st day of January.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/her and his/her family.
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. The tenant shall reside within Yelvertoft 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 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;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) the tenant may erect buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c), the tenant may also erect a shed on the Allotment Garden for keeping tools, etc for personal use.
 - g) not fence the Allotment Garden without first obtaining the Council's 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 permission;
 - k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's consent;
 - 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/her property; Refer to the attached risk assessment and observe the Actions/Instructions.
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council;
 - 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;

8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden by the Council.
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 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 8; or
 - c. the tenant lives outside Yelvertoft Parish.
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 post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Allotment Officer.

Signed by _____ Date: _____
The Tenant

Tenant name: _____

Tenant address: _____

Tenant email: _____

Tenant telephone number: _____

and _____ Date: _____
Allotment Officer

Print name: _____

For and on behalf of the Yelvertoft Parish Council

ALLOTMENT RISK ASSESSMENT

RISK	LEVEL	COMMENT	ACTIONS/INSTRUCTIONS TO MINIMISE RISK
1) Machinery To user To other Plot holders & Visitors To Children	Medium Low High	Operating machinery carries a medium level of risk unless the appropriate safety equipment is worn and the machinery is operated correctly. Injuries to hands, feet and face need to be guarded against. When strimmers and mowing machines are being used on an adjacent plot, stones and other flying objects can cause injuries to the face. Children can act unpredictably exposing themselves to risk from machinery.	Instructions for the use of machinery lie with the owner/operator. It is a requirement that Plot holders wear the recommended safety equipment when operating machinery (irrespective of the owner). The instructions for these items of equipment make particular reference to the dangers. It is the responsibility of the operator to take due care. It is the responsibility of the Plot holder to ensure that children are supervised. When young children are present on a plot, cultivators or strimmers should only be used where there are two adults – one operating, one supervising. No children to operate machinery under any circumstances.
2) Weed-killers & Pesticides To User To other Plot holders & Visitors To Children	Low Negligible Medium	There is a risk if chemicals are not used in accordance with the manufacturer's instructions. Children can act unpredictably exposing themselves to risk from chemicals.	All chemicals should be used and sprayers etc. rinsed after use, in accordance with the manufacturers' instructions. If chemicals are held on a Plot holder's plot they should be stored securely and clearly identifiable. It is the responsibility of the Plot holder to ensure that children are supervised.
3) Garden Tools & Equipment To user To other Plot holders & Visitors To Children	Low Negligible Medium	Injuries to hands and feet if equipment is not used correctly. Children can act unpredictably exposing themselves to risk from garden tools & equipment.	Garden tools and equipment should be used correctly and appropriate gloves & footwear worn as necessary. Garden tools and equipment should not be left on common paths or left available for others to use. It is the responsibility of the Plot holder to ensure that children are supervised.
4) Overhanging	Low	Overhanging branches can cause	Low hanging branches and

branches		injuries to Plotholders, visitors and children.	dangerous branches should be reported so that appropriate action may be taken.
5) Trip hazards	Low	Poorly maintained paths and the entrance can present a trip hazard to Plotholders, visitors and children.	It is the responsibility of all Plotholders to maintain their paths and to assist in the maintenance of common paths.
6) Ponds & water butts/baths etc.	Low	Ponds & water butts/baths can be a hazard to young children.	It is the responsibility of the Plotholder to ensure that children are supervised.
7) Bonfires To Plotholder	Low	There is an inherent danger in a bonfire spreading if unattended.	It is the responsibility of the Plotholder to conform to the rules covering bonfires.
To other Plotholders & Visitors	Negligible		
To Children	Medium	Children can act unpredictably exposing themselves to risk from bonfires.	It is the responsibility of the Plotholder to ensure that children are supervised.
8) General hazards (Including seeds, berries, pathogens from compost heaps and manure)	Negligible		It is the responsibility of the Plotholder to ensure that children are supervised and normal hygiene is observed.
9) Rats	Medium	Rats can carry Weil's disease. Although this is rare it is a serious disease.	The presence of rats should be reported to the Parish Council. Where rat poison has been laid down, notices are to be displayed to inform Plotholders.

- Please ensure that if any hazards or potential problems can or could be identified, that a member of the Parish Council is informed so that appropriate action can be implemented.