



Ouston Parish Council

OUSTON PARISH COUNCIL - SERVING THE COMMUNITY OF OUSTON

ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT is made on the (Date)

BETWEEN OUSTON PARISH COUNCIL ("the Council") and

(Name) of

(Address) ("The Tenant")

Tel. No. Email

NOW IT IS AGREED as follows:

1. Interpretation

1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice-versa.

1.2 Where the tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

1.3 The clause headings do not form part this Agreement and will not be taken into account in its interpretation.

1.4 The words "plot", "garden" and "allotment garden" are all interchangeable.

2. Allotment

2.1 The council agrees to let and the Tenant agrees to take all that piece of land numbered at the Ouston Allotment Site.

3. Tenancy and Rent

3.1 The allotment garden shall be held on a yearly tenancy. The rent is payable to the Parish Clerk from the 1st March until the 1st April. If the rent is not paid in full by the due date (1st April), the Council will terminate the tenancy with immediate effect and legally give 14 days to remove any belongings from the plot.

3.2 Any rent increase will be notified by the Council to the Tenant via the Allotment Association and posted on the OAA noticeboard within four weeks of the precept being confirmed.

3.3 Where there is a water supply to the allotment site, this shall be included in the rental charge.

3.4 Where any additional amenities are provided on the allotment site these will be taken into account when setting the following year's rent.

4. Rates and Taxes

4.1 The Council will pay any rates and taxes that may be applicable to the Allotment Site.



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5. Lease Terms, Legal Obligations and Special Conditions

5.1 Tenants of all plots must also adhere to any special condition which the Council considers necessary to preserve the Allotments from deterioration. Any matters not provided for in these Rules shall be dealt with by the Council at their discretion but after full consultation with the Allotment Association.

6. Allotment Rules

6.1 The attached Rules form an inherent part of this Lease. They were adopted by the Council following consultation with the Allotment Association and existing tenants.

7. Termination of Tenancy

7.1 Upon the death of a tenant or if a tenant gives up his tenancy due to age or ill health then the plot will be offered to a registered helper, **if they have worked the plot for a substantial amount of time**. The Parish Council may consider each case on its merits. If the aforementioned does not wish to take up the tenancy then the plot will be offered to the next person on the waiting list. If a tenant simply gives up his tenancy then it shall be re-let in accordance with the waiting list.

7.2 The tenancy of the plot shall terminate:-

7.2.1 By either the Council or the Tenant giving to the other at least 14 days' notice in writing.

7.2.2 3 months' notice in writing will be given by the Parish Council to the tenant on account of the plot being required:-

(a) For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes, or

(b) For any purpose (not being the use of the plot for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

7.2.3 If the rent is not paid in full by the due date (1st April), the Council will terminate the tenancy with immediate effect and legally give 14 days to remove any belongings from the plot.", or

7.2.4 If the Tenant is not duly observing the conditions of this tenancy, or

7.3 In the event of the termination of the tenancy the Tenant shall return to the Parish Clerk property (keys etc) made available to them during the tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Parish Council, the plot has not been left in a satisfactory condition, the Council have the right to pursue the cost of any work carried out by the Council to return the plot to a satisfactory condition from the tenant (Section 4 of the Allotments Act 1950).

8. Change of Address

8.1 The Tenant must immediately inform the Parish Council of any change of address, phone number and email address.



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9. Notices to Quit

The period of notice under Conditions 7.2.3 and 7.2.4 above, is 14 days.

9.1 Any notice given under this agreement must be in writing addressed to the Parish Council, and to ensure safe receipt, should be delivered by hand or sent by registered post or recorded delivery.

9.2 Any Notice served on the Tenant should be delivered or sent to his last known home address. Any reply served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

9.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

ASBESTOS MANAGEMENT

The Tenant must inform the Parish Council immediately of any suspected Asbestos found on any plots. The Parish Council will keep an Asbestos register. We will arrange for a qualified inspection to determine the type of asbestos. The results of this will determine how it is managed. If it is not damaged, not causing a hazard it can be left alone, but must not be disturbed, drilled or worked upon. A sticker will be placed near it to warn every one of the dangers. The only asbestos that can be disposed of by Tenants (or non-specialised contractors on behalf of the Tenant) is concrete asbestos, which can be put in the bags provided by the Allotment Association. This must be handled and transported as detailed in our guidance document which can be obtained from the Council.

PUBLIC LIABILITY

The Council will not be held responsible for loss by accident, fire or theft or damage to or from allotment gardens. The Council will seek compensation for any damage caused by any means by a Tenant to the external perimeter fence. Compensation for any damage to the contents of other allotment gardens or to property outside the Allotment Site will have to be settled between the injured party and the tenant responsible for the damage. The incident may have a bearing on the tenancy of the person responsible.

LONE WORKING

If you choose to work on the Allotment site alone, you may do so at your own risk.

Executed by the Council by: L Blondrage – Parish Clerk

Date:

Signed:

Signed by the Tenant Date:

Print Name: