



Bridgwater Town Council

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

Allotment Site:

Allotment Plot Ref:

THIS AGREEMENT made on the first day of March 2023 between Bridgwater Town Council of Town Hall, High Street, Bridgwater TA6 3AS ('the Council') and [*insert full name of tenant*]

of [*insert tenant's address*] (the tenant) by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at [*insert full postal address of allotment site*] and referenced as [*insert number*] in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the first day of March 2023 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 first day of March 2023 and every year of the tenancy on the first day of March.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable, and flowers for use and consumption by themselves and their family or close friends.
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 the parish of Bridgwater during the tenancy.
7. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and shall maintain soil fertility and make every effort to minimise soil loss, degradation, and erosion. Keep the Allotment Garden at least 50% in full cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden and fellow allotment holders;
 - c) not keep livestock or poultry in the Allotment Garden other than hens (no more than 12) or rabbits which shall not be kept for a business or a trade;



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- i. Hens must be kept in a roofed enclosure that meets DEFRA and other national standards, that is secure to prevent the escape of birds; and
 - ii. Livestock and poultry holders must advertise on their site their contact details in case of an emergency with their animals.
- 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. Dogs are excluded from this rule, subject to them being on a lead and not causing a nuisance;
- e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
- f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission (if required – advice can be sought from the Council), the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission; such structure shall not cover more than 25% of the plot;
- g) Permission will only be granted, and bees kept if the tenant is a registered member of the British Bee Keepers Association (BBKA), with any restrictions and requirements of the BBKA being adhered to;
 - i. Bees' enclosures must encourage bees to rise in excess of 6ft before leaving the plot by use of screening, which can be natural hedging, wooden fencing (to be agreed with the council);
 - ii. Inexperienced beekeepers must have an experienced beekeeper available when handling bees and should not do so when other tenants are gardening in the vicinity. Handling of bees should be done in safe manner and with another person present in case of emergency;
 - iii. Beekeepers must advertise their contact details on the site which they keep bees. In the event of swarming be available to retrieve the swarm and not allow the strength of the colonies to increase to swarming strength in an unmanageable way
- h) not fence the Allotment Garden without first obtaining the Council's written consent;
- i) trim and keep in decent order all hedges forming part of the Allotment Garden (internal only, site boundaries will be dealt with by the Council);
- j) not plant any tree, shrub, hedge or bush (excluding fruit bushes and fruit trees) without first obtaining the Council's written permission. Perennials of an invasive nature (such, as mint, horse radish, borage, bamboo, comfrey etc., should be planted with a suitable root restriction in place to prevent spreading;
- k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;



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- 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 property;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - 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;
 - o) a path of two feet width must be maintained between neighbours' plots. Each tenant's plot shall be responsible for the upkeep and maintenance of path to the right side looking down the plot (I.e., to the right of the number head of the plot when facing it, and the header and footer path. Any variation of the path between neighbours must be approved by the Council.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let 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 written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy (First three months of tenancy has a dispensation) the tenant has not observed the rules referred to in clause 7 and 8; or
 - c. the tenant lives more than one mile outside of the parish of Bridgwater (this will not be applied retrospectively prior to the 1 September 2023).
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.



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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 registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Town Clerk.
17. Any complaints will be dealt with by the Council's Complaint Procedure.

Signed by

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The tenant

and

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David Mears – Town Clerk and Proper Officer
For and on behalf of the Council