**Fretherne with Saul Parish Council**

**Geraldine Delbos**

**Fair Haven**

**High Street**

**Saul**

**Glos GL2 7LW**

**www.frethernewithsaul.org.uk**

**01452 740995**

**24 March 2020**

Dear Allotment Holder

Please find enclosed the renewal of the annual tenancy agreement, updated plot finder and this request for payment of your 2020 rent of **£16.00** if you live in the Parish and **£20.00** if you live outside the Parish per plot per annum. These rents are still significantly below the cost of maintenance. This is a small increase from 2018 to the rent amount for this year. (There was no increase in 2019).

Please advise me by return if you are giving up your allotment as there is now a waiting list.

The grass cutting contractor will be commencing cutting shortly and will cut the main path of the Allotment field.

We would like to point out that we will be conducting **periodic inspections** of all allotments to ensure the requirement of the agreement is maintained – “The Tenant shall keep plots in good order clean and free from weeds so that no nuisance shall be caused to other Tenants”. Failure to adhere to this obvious and fair requirement could result in the termination of an agreement.

Please sign and return the annual renewal agreement together with your **£16.00** or **£20.00** annual rent per plot to the Clerk, Geraldine Delbos, at the above address. As there are no banks locally anymore, I would really appreciate payment online. Please ensure you put your name and allotment number as reference.

Any queries, please do not hesitate to contact us.

Yours faithfully

Geraldine Delbos

Clerk to Fretherne with Saul PC

**Fretherne with Saul Parish Council - Allotment Tenancy Agreement 2020/2021**

**Plot Number(s) ……………………..**

**Between Fretherne with Saul Parish Council (hereinafter the Landlord) and**

 **…………………………………………………………. (hereinafter the Tenant) of**

**(full address inc postcode and contact details)………………………………………………………**

**………………………………………………………………………………………………………………….**

**………………………………………………………………………………………………………………….**

**Phone number……………………Mobile………………………Email……………………………………**

who is primarily eligible by reason of residing in the wards of Fretherne with Saul Parish Council. Or by consideration of the Parish Council

**The Landlord agrees to rent to the Tenant the allotment plot(s) numbered above subject to the Tenant observing the following conditions:**

1. A rental of **£16.00** (or **£20.00** for those living outside of the parish) per plot identified above shall be payable annually in advance to the Clerk of the Parish Council during the month of April; **After 1 month a reminder letter will be sent out and again after 2 months. If the payments have not been received by the end of the 3rd month the contract will be terminated and the plots will be allocated to people on the waiting list.** Payments to be made online to the Council Bank account. Sort Code: 30 93 48 a/c no: 00527814 Lloyds TSB. If you do an on-line payment please ensure you put your plot number and name as a reference in order that the Clerk can track payments. If you are unable to make a payment online, please pay by cheque.
2. The Tenant shall cause the land to be used for allotment gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops or flowers for the consumption by the Tenant and their family) and for no other purpose. Trees may only be planted on the land rented following application to and the approval of the Parish Council;
3. The Tenant shall not keep any livestock on the land except bees, chickens (no cockerels) or rabbits. Tenants wishing to keep livestock must inform the Landlord of their intention, the number to be kept and a contact number in case of emergency. Any livestock kept must not be a nuisance to other users or a threat to health. The tenant will be responsible for any hazards, pests or diseases that might result and must take any actions prescribed by the Landlord;
4. The Tenant shall keep plots in good order clean and free from weeds so that no nuisance shall be caused to other Tenants;
5. The Tenant shall maintain in good order the footpaths alongside the land rented;
6. The Tenant shall not cause refuse other than garden refuse from the land rented to be burnt on the land. Bonfires should only be lit when conditions are such that no nuisance is caused to other allotment holders or neighbouring houses;
7. The Tenant shall restrict their activities to the land rented and shall not use any other land within the area of the allotments owned by the Landlord except for access to the land rented;
8. The Tenant is permitted to allow their authorised representative (who must be over the age of 14) access to the land rented. Children under the age of 14 must be accompanied by the Tenant or their authorised representative;
9. The Tenant will be liable to make good at the Tenant’s own expense any damage cause by the Tenant or the Tenant’s authorised representative or other person who is in company with the Tenant or their authorised representative to the Landlord’s property or other Tenant’s property;
10. Dogs taken onto the allotments must be on a lead and accompanied by the Tenant or their authorised representative and clause 9 will apply to any damage caused by the dog;
11. The Tenant shall not erect any building or other permanent structure on the land without first obtaining the written consent of the Landlord. Such agreement will generally be given for garden sheds not exceeding 6 feet by 4 feet. The Tenant shall be responsible for the removal of any buildings on or before the expiry of the tenancy;
12. The Tenant shall not underlet assign or part with possession of the land or any part thereof without the Landlord’s consent;
13. No nuisance or annoyance shall be caused by the Tenant or their authorised representative to other Tenants or any other part of the allotments or neighbouring houses; and,
14. Cars must be parked so as to not hinder access for other tenants and with consideration for all users and residents.

**General**

The Tenant is under an obligation to report any damage to the Landlord’s property as soon as the Tenant is aware of such damage. Details of any damage or concerns about possible breaches of this tenancy agreement should be reported to the appointed allotment steward or Clerk of the Parish Council.

The Landlord is not liable for any costs, damage, injury incurred or lack of performance caused by vandalism, theft or acts of God on the allotment site. Tenants are advised to make their own appropriate insurance arrangements (relating to theft and/or Public Liability for example).

**Subject to the Tenant accepting the above conditions, the Landlord undertakes the following:**

1. To maintain where it is the Landlord’s property all boundary fences and to take such steps necessary to have maintained in good order boundary fences which do not belong to the Landlord; and,
2. To provide tap water to the allotment area owned by the Landlord between May and October for the use of the Tenants only and for use on the allotment gardens only. **The use of unattended hosepipes or sprinkler equipment is prohibited**. This water supply is subject to circumstances within the Landlord’s control;

**Termination of Tenancy**

1. The tenancy may be terminated under normal circumstances by twelve months’ notice in writing by either party to the tenancy agreement at the time the rent is paid to the Clerk of the Parish Council;
2. Following a written warning from the Clerk to the Parish Council for non-compliance with the terms of the tenancy rental agreement, the tenancy may be terminated by a period of not less than one month or in excess of three months’ notice as decided by a meeting of the Parish Council. No refund of rent paid will be made in such circumstances; and,
3. The Tenant may also give a shorter notice if required however rents paid will not be refunded.

**This agreement is signed in accordance with the above conditions and content.**

**Clerk to the Council …………*GDelbos*…………..**

**Tenant …………………………………………………..**

**Date …………………………………………………..**

**Please return this tenancy agreement, rental fee and contact details to**

**The Clerk, Geraldine Delbos, Fair Haven, High Street, Saul, Glos GL2 7LW**

**01452 740995 / 07941 690 686**