



Fretherne with Saul Parish Council

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Gloucester
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fwsparrishclerk@gmail.com

01452 247040

07775 935739

4th April 2023

Dear Allotment Holder,

Please find attached the renewal of the annual tenancy agreement, updated plot finder and this request for payment of your 2023 rent of £20.00 if you live in the Parish and £25.00 if you live outside the Parish per plot per annum. These rents are still significantly below the cost incurred for maintenance. For all new tenants, there will be a £100 bond (including a £25 administration fee) payable when taking out the Allotment Tenancy Agreement. Providing there are no costs incurred at the end of the Tenancy, this will be refunded minus the administration fee. The bond may be payable in installments at the discretion of the Council.

Please advise me by return if you no longer require your allotment as there is still a waiting list.

The grass cutting contractor will be commencing cutting shortly and will cut the main path of the Allotment area. It is the Tenants responsibility to maintain and mow the paths between the individual allotments. Please do not remove the paths between allotments even if you have adjoining allotments. If this has been removed, please re-instate as quickly as possible.

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. We would also ask you to read through all terms of the tenancy agreement so there is no misunderstanding on any of the terms. **There have been some additions and amendments.**

Please sign and return the annual tenancy agreement to me, at the above address. Payment on line is preferred but cheques are accepted. Payment details are on the tenancy agreement. Please ensure you put your name and allotment number as reference. If you have any queries, please do not hesitate to contact me.

Yours faithfully,

Kay

Clerk to Fretherne with Saul PC



Fretherne with Saul Parish Council

Allotment Tenancy Agreement 2023/2024

Allotment 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.

Please advise if you a member of The National Allotment Society

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 **£20.00** (or **£25.00** 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, please do not pay before April. **Reminder for payment will be sent out after 4, 6 and 8 weeks. If the payments AND signed tenancy agreement have not been received by the end of the eighth week, 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 Bank. If making 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 and send to the address below. Please do not pay by cash.
2. For all new Tenants, a £100 Bond (which includes a £25 administration fee) will be payable. Providing there are no costs incurred at the end of the Tenancy, this will be refunded minus the £25 administration fee. In certain circumstances, the Bond may be paid in installments at the discretion of the council.
3. 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. Produce grown on the allotments is not for profit. Trees may only

be planted on the land rented following application to and the approval of the Parish Council and should be maintained by the tenant including making sure that they do not overhang other allotments or reach excessive height.

4. Produce **must not** be taken from another tenants allotment without first getting their permission. Any incidence of removing produce, or property, from someone else's allotment without permission will be deemed as theft and reported to the police.
5. 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.
6. **The Tenant shall keep plots in good order, clean and free from weeds so that no nuisance shall be caused to other Tenants.**
7. **No more than two allotments to be held by a tenant.** The few tenants who have had longstanding agreements of more than two, will continue to be able to rent them but when they are returned to the Parish Council this arrangement will not be renewed.
8. **The Tenant shall maintain in good order the footpaths alongside the land rented. Where adjacent allotments are held by the same tenant, paths dividing allotments should not be removed. Where they have been removed, they must be re-instated as soon as possible.**
9. 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.
10. 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.
11. 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.
12. 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.
13. Dogs taken onto the allotments must be on a lead and accompanied by the Tenant or their authorised representative and clause 10 will apply to any damage caused by the dog. Dogs must not be allowed to foul the allotment area; any incidence of this **MUST** be cleaned up by the owner, or representative, before leaving the allotment area.
14. **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. Greenhouses must have Perspex or polycarbonate 'glazing'; this also applies to replacing any glazing on existing greenhouses and sheds, this should also be Perspex glazing. The Tenant shall be responsible for the removal of any buildings on or before the expiry of the tenancy.**
15. The Tenant shall not underlet, assign or part with possession of the land or any part thereof without the Landlord's consent.
16. 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.
17. Cars must be parked so as to not hinder access for other tenants and with consideration for all users and residents. Vehicles of any kind should not be stored on the allotments or left on the allotment area overnight. During the winter months, please limit the use of vehicles in the allotment area so as to avoid ground damage to the entrance area.
18. On vacating an allotment, the Tenant will be billed for any cost to bring the allotment back to a usable standard.

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 a 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 damage 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), the Parish Council accept no responsibility for the contents of sheds, greenhouses or equipment left on the allotments.

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

Tenant

Date

**Please return this tenancy agreement, rental fee and contact details to
The Clerk, Kay Brown, 1 French Burr Place, Gloucester GL1 5PH
01452 247040 / 07775 935739
fwsparishclerk@gmail.com**