



# GATESHEATH ALLOTMENTS – TENANCY AGREEMENT

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### 1. INTRODUCTION

1.1 Tattenhall & District Parish Council has produced an Allotment Policy framework for the management and administration of its allotments within the parish.

The Parish Council has a statutory duty to provide allotments and recognises them as an important asset. There is a complex network of legislation relating to allotment administration, which is governed by statute and case law. The legal framework that has developed since 1908 has established a model for the administrative process. It is essential that as the allotment authority, the Council is aware of its duties and observes precedents that have been set.

The legislation which directly affects allotment administration and the development constraints on this strategy are known collectively as the Allotment Acts and will be referred to throughout this Policy.

### 2. AIMS AND OBJECTIVES

2.1 The aims of the Policy are set within the overall framework and operation of the Council's Priorities.

The Allotment Act of 1922 defines the term "allotment garden" as "an allotment not exceeding forty poles" in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or family". **Note:** Forty poles is equivalent to 1,210 square yards or 1,012 square metres. 1 pole = 30.25 square yards; the terms "rod", "pole" and "perch" are interchangeable.

The Act also defines the permitted use of an allotment plot "it is used mainly for growing vegetable or fruit, however part of the plot can be used for growing flowers or as a leisure area".

Section 8 of the Allotment Act 1925 gives protection to land acquired specifically for use as allotments, so-called statutory allotment sites, by the requirement of the Secretary of State in the event of sale or disposal. However, land which was originally acquired for other purposes and which has been used for allotments in the interim (temporary allotments) is not protected in this way.



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### 2.2 The aims of the Policy are:

To confirm the Council's commitment to the provision of land for cultivation of vegetables, fruit and flowers.

To develop and implement an effective management and administration process in relation to allotment lettings.

To improve customer satisfaction and tenant participation in the management of allotment sites.

To provide and maintain affordable green space (allotments) for the communities of Tattenhall & District Parish Council.

To ensure that all Allotment Tenants, Visitors, Contractors and Council Members adhere to the following set of values:

**Community** - we will focus on the needs of our parish community, who contribute towards the upkeep of the allotment colonies through their council tax, whilst supporting our neighbouring parishes.

**Equality & Diversity** - we aim to create an open and inclusive garden growing environment that welcomes all from within or community.

**Commitment to Excellence** - we will aim for Allotment areas to be developed into a valued environmental centre.

**Empathy** - Allotment holders will work with Councillors to improve ways of working together within the Allotment community without friction.

**Working Culture** - we strive to create a culture that embraces community cohesion and respects individuals' space and property.

### 3. TATTENHALL & DISTRICT PARISH COUNCIL ALLOTMENTS

**3.1 Location of Allotment Asset.** Tattenhall & District Parish Council administers one statutory allotment site containing a total of 6 whole plots, the majority of which have been divided into two.

The Council's allotment site is:

Gatesheath – 6 Full Plots (majority divided)

**3.2 How to apply for an existing allotment.** After the current waiting list has been exhausted, plots are prioritised to those who are ordinarily a permanent resident of the Tattenhall & District parish council area and only one plot or half plot will be allocated per household, and will be dealt with strictly in turn for each site. There is no reason why a resident should not put their name down for a plot on a site controlled by others eg Tattenhall Allotments Association.



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Residents from outside the Tattenhall & District parish council area may apply, however they will not be prioritised in front of any person who lives within the parish. If no parish resident is on the current list or a parish resident refuses the offer of a plot, then the plot may be offered to a resident from outside the parish. Once accepted as a plot holder they will be entitled to all benefits under the Allotment Tenancy Agreement.

### 3.3 Fees and Charges associated with allotments.

The annual request for rent will be issued before and to run from the 1st April each.

The Parish Council will, by increasing rents over a period of time, seek to achieve a full cost recovery placing no reliance on the parish precept.

### 3.4 Register of tenants/waiting lists in relation to allotments

The waiting list will be administered by the Clerk to the Parish Council and priority is given to residents of Tattenhall & District parish council area. Lists are reviewed by the Allotment Officer every year.

**3.5 Administration.** The Clerk of the parish council will undertake all administrative tasks associated with the Allotment Area. Payment of rentals are to be made directly to Tattenhall & District Parish Council. Any concerns made outside the disputes procedure can be raised during the Open Forum time allocated within the parish council monthly meetings.

**3.6 Inspection of Allotments.** The parish council (Allotments Working Group) will undertake regular site visits to inspect the condition of the Allotments. A plot holder can request a specific site visit via the Clerk of the Council. Each year in March there will be a full Safety Audit of the site; this will take the form of a formal Risk Assessment.

**3.7 Allotment Maintenance.** Any maintenance work identified within the March Safety Audit will be prioritised by the Allotments Working Group. Emergency safety issues will be resolved through reporting them in writing to the Clerk of the Council. No individual is to undertake maintenance or improvement work outside their own allotment without the approval of the parish council.

**3.8 Dispute procedure.** In the event of a dispute the following stages will be followed,

**Stage1:** informal discussion through a mediator appointed by the Clerk (Mediation)

**Stage 2:** formal hearing by the Chair of the Allotments Working Group 1 Councillor, 1 Allotment Rep (Hearing)

**Final Stage:** formal hearing by the Chair of the parish council, 1 Councillor, 1 Allotment Rep (Final Hearing)

**3.9 In the event of long term illness** or foreseeable extended absence resulting in the plot being uncultivated, the allotment holder or representative should enter into discussion with the Council at the earliest opportunity to discuss the options available. This could mean the plot holder giving up the tenancy of the plot allowing the council to re-let the plot, or the option for the plot holder to pay for regular maintenance of the plot during their absence. If the first



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option is chosen the parish council can agree to place the individual at the top of the current waiting list.

**Deceased Plot Holders:** The tenancy of the allotment shall terminate at the end of the year in which the tenant is deceased or earlier by mutual agreement with the next of kin. The tenancy will not automatically transfer to a next of kin or other family member or friend, however any request for a transfer should be made in writing to the Clerk of the Council.

Tenants are advised that no human or animal ashes should be scattered on the allotment plot/site.

The Chair of the Allotments Working Group has the authority to waive any maintenance charge or condition on assessment of the circumstances. For example, if a tenant has recently paid their rent but then are unable to take up the plot, their rent or part thereof may be refunded.

**3.10 Chemicals.** The Allotments are parish council land: to prevent risk allotment holders are only permitted to use approved chemicals on site. To prevent environmental damage through leakage or fire, it is not recommended that chemicals be stored on site - they should be removed from the allotment on leaving at the end of each day. Please contact the clerk or a colony rep for further clarification.

**3.11 Tenancy Agreement.** The Tenancy Agreement will be a legally binding agreement between the Allotment holder and Tattenhall & District Parish Council.

The Tenancy Agreement refers to the Allotment Policy for detailed guidance.

Any fundamental change to the Tenancy Agreement made by the Council will result in a 13 month notice being served on tenants. This will usually be issued on the 1st March for introduction on the 1st April the following year, however notice of change can be issued at any point of the year.

**3.12 Eligibility Criteria:** The Council endeavours to offer allotment plots to applicants who meet the following criteria:

- (1) Are 18 years of age and above, unless a 16+ applicant has their tenancy agreement signed by a parent or guardian.
- (2) Are resident within Tattenhall & District Parish Council area.
- (3) Are residents of other areas when vacancies cannot be filled by local residents.

**3.13 Bee Keeping.** The Council will encourage bee keeping on allotment sites where appropriate. Each request will be dealt with on its merits taking into account total numbers of hives at each site, insurance requirements and suitable areas and construction of apiaries.

Refer to Appendix 1. All Bee Keepers must provide evidence of being a member of the British Bee Association.

**3.14 Domestic Pets.** Dogs are to be kept under control, prevented from roaming on other plots. Dogs are not to be left in cars in the allotment parking area. All dog waste is to be cleaned up and removed from the allotment site.



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**3.15 Keeping of animals and birds.** Animals and birds must not be kept on the allotments.

**3.16 Water usage:** Water supply will be via the water trough sited on the allotments.

Water will be isolated for the winter period from the end of October and reconnected in April of the following year.

**3.17 Rainwater Collection.** The Council will encourage plot holders to collect and recycle rainwater through water butts where possible.

**3.18 Borders:** As part of the Tenancy Agreement each plot holder should ensure that there are clearly defined borders between plots. Growing will only be permitted within the areas defined by the tenancy agreement. The Allotment Holder will be responsible for the maintenance and access around the growing area.

**3.19 Composting and Recycling.** The Council encourages composting by allotment holders.

**3.20 Poor Cultivation:** Sites are regularly inspected by authorised personnel during the growing season and if plots are found to be in a poor state, a letter is sent giving the tenant four weeks to improve the state of their plot or to explain why the plot has not been cultivated. If a reasonable excuse is not forthcoming and the plot is not improved on re-inspection by authorised personnel at the end of this period, then a request is sent to the Allotment Officer to terminate the tenancy agreement. There will be no mechanism for appeal. The letter and official notice to vacate the plot gives the tenant another four weeks to vacate the plot and remove any crops and buildings from the site. The plot is then re-let to the next person on the allotment waiting list.

Should the poor-cultivation be due to illness or death in the family etc due consideration and respect is given to the plot holder to allow cultivation to re-start at a mutually agreed date with the Clerk of the Council in the future (see 3.9).

Note: The Definition of "Poor Cultivation". The required standard of cultivation for a new plot holder is not prescribed by the 1908 Act but set by the authority. However this is generally accepted as one-quarter cultivation of the plot after three months and three quarters or more after twelve months. Thereafter, the plot should be maintained at least at this level (3/4).

Cultivation is the turning of earth or the removal of growth and the growing of vegetables, flowers or fruit trees. Cultivation is not the placing of plastic sheeting, hardboard or other non-biodegradable materials over vegetation to prevent growth.

**3.21 Toilet Provision.** Toilets and washing facilities are not provided on allotment sites. Permission to construct a compostable toilet may be given if a formal request is made to the clerk of the council

**3.23 Sheds, Green Houses & Poly Tunnels.** Tenants wishing to erect new sheds, green houses or poly tunnels on their plot should first discuss such buildings with the site Association before seeking permission from the Clerk to the Council. Structures including sheds and greenhouses should be no more that 6 feet by 8 feet (6' x 8') unless permission has been given by the Clerk of the Council.



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**3.24 Car Parking:** No Parking is provided on site.

**3.25 No Sub-letting Permitted:** The tenant shall not enter into an agreement, verbal or written, to sublet, assign or part with possession of the allotment plot or any part of it under any circumstances. The Council have the right to terminate the lease of the tenant, if some or all of the plot is sub-let, and re-assign the plot(s) under these circumstances.

**3.27 Fire Safety:** The Tenant is required to comply with the CWAC Council's Code of Practice for Bonfires. Basically this means bonfires should consist of wood based material and must be attended at all times and residuals clearly extinguished before leaving the plot. A copy of the Code of Practice can be obtained from the Clerk to the Council.

Only approved shed heating is to be used for frost protection.

No solid fuel open fires are to be lit without approval.

No Fireworks or Chinese Lanterns are to be set off from within the Allotment areas.

**3.28 Termination of Tenancy.** The tenancy of any plot may be terminated by the Council for any contravention of the terms of the tenancy Agreement. Plot holders may terminate their tenancy at any time of the year by writing to the Council. No refund of rent paid will be made under these circumstances

**3.29 Disability Access:** Presently there are no allotment plots that are suitable for those with disabilities or mobility problems. There may be people on the waiting list who require a modified plot. The Council welcomes application for a plot from all residents. A grant application can be made to facilitate disability access by any individual qualifying for an allotment who lives within the Tattenhall & District Parish Council area.

The application form details will be reviewed by the Council to make sure that such information as necessary is gathered and that evidence of mobility problems is required.

**3.30 Security of sites:** Plot holders should ensure that main gates are closed when leaving the sites.

## 4. LEGISLATION

4.1 Small Holdings and Allotments Act 1908:

4.2 Land Settlement Facilities Act 1919

4.3 Allotments Act 1922

4.4 Allotments Act 1925

4.5 Small Holdings and Allotments Act 1926

4.6 Agricultural Land (Utilisation) Act 1931

4.7 Town and Country Planning Act 1947

4.8 Allotments Act 1950

Other Acts which have impacted upon allotments include the Town and Country Planning Act 1971, the Local Government and Planning (Amendment) Act 1981 and the Acquisition of Land Act 1981. More recently, the Statute Law (Repeals) Act 1993 repealed various parts of the allotments legislation. In 1998 Government introduced a requirement for Local Authorities to



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show the steps it had taken to promote allotments prior to requesting consent to dispose of them. This was to identify latent demand due to many people not being aware of LA duty to provide allotments.

### 5. USEFUL INFORMATION LINKS

National Society of Allotment and Leisure Gardeners LTD, O'Dell House, Hunters Road, Corby, Northants. NN17 5JE

Email: [natsoc@nsalg.org.uk](mailto:natsoc@nsalg.org.uk)

The welfare of Animals on Allotments – RSPCA Farm Animal Department Email:

[farm\\_animals@rspca.org.uk](mailto:farm_animals@rspca.org.uk).

Allotments: A Plot Holders Guide 2006

Email: [www.farngarden.org.uk/ari/documents/plotholdersguide.pdf](http://www.farngarden.org.uk/ari/documents/plotholdersguide.pdf)

National Allotment Gardens Trust NAGT, PO Box 1448, Marston, Oxford OX3 3AY

Email: [naw@nagtrust.org](mailto:naw@nagtrust.org)

Garden Organic Ryton Organic Gardens, Coventry CV8 3LG

Email: [enquiry@gardenorganic.org.uk](mailto:enquiry@gardenorganic.org.uk)



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### APPENDIX - 1

#### TATTENHALL & DISTRICT PARISH COUNCIL AGREEMENT AND CONDITIONS FOR KEEPING BEES ON ALL ALLOTMENT SITES

##### 1. CONSENT

Bees shall not be kept on any allotment until the tenant has submitted a request in writing to keep bees on the plot to the Clerk of the Council and that request has been agreed in writing. The Council reserves the right to issue 21 days' notice for the removal of the hives. All beekeepers making such an application will be expected to be either experienced, to be working towards a British Beekeepers Association (BBKA) qualification and / or to have close guidance from an experienced beekeeper and hold the relevant insurance documents.

##### 2. DUTY OF CARE

The beekeeper owes a duty of care to –

- The public in the vicinity of the hives
- Other allotment gardeners working nearby
- Intruders even though it is clear that their intention was to disturb the colony.

He/she should erect a notice informing others of the opening of the hives, usually once a week or fortnight in the peak season.

##### 3. SITING AND NUMBER OF HIVES

Hives should be sited as far as possible from any public road or path or jointly used road or path within the allotment site, and must be agreed in advance with the Council. The site must have fences, fine mesh or maintained hedges of up to two metres to encourage the bees to fly high over neighbouring plots or gardens. Prior consent from the Council must be obtained for any change in the location and number of hives kept on site. Normally two hives only will be permitted per plot with a maximum number per site not exceeding two hives per acre.

##### 4. CONSULTATION

The beekeeper should inform, both verbally and by a prominently displayed notice on the plot, notifying neighbouring allotment gardeners of the request to keep bees on the allotment and prominently display such a notice for a minimum period of 28 days in the growing season and 56 days outside the growing season, indicating that a request to keep bees has been submitted to the Clerk who will bring it to the attention of the parish council.

Where an objection on allergy or medical grounds is made to the Council and substantiated, the Council may refuse permission to place bees on the site.

##### 5. STAND BY

The beekeeper must provide the Council with details (names address telephone number) of adequate stand-by arrangements to deal with emergencies such as swarming during any absence or unavailability of the bee keeper. These details must be also always be prominently displayed on or near to the beekeepers allotment gate.

##### 6. COMPLAINTS

The Council will investigate any complaints and in particular those with health and nuisance elements and in consequence may subsequently withdraw permission via the issue of 14 days' notice for the removal of all hives.



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The beekeeper is required to hold a current Public Liability insurance policy, which provides specifically for Beekeeping risk and includes for five (5) million pounds cover. The Beekeeper must annually provide the Clerk to the council with copies of the renewed insurance certificate. We would prefer beekeepers to be members of the British Beekeepers Association, (BBKA), which may provide such cover; or at least be a member of a local beekeeping group.

### 7. DISEASES

The beekeeper is encouraged to register all hives with the National Bee Unit 'Beebase', (part of Defra). If the beekeeper suspects that bees are diseased they must inform the National Bee Unit, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX Tel: 01904 455186, who will arrange for an inspector to assess the bees.

### 8. SALE OF HONEY

The beekeeper will not display notices that honey is available for sale on the Allotment Site.

### 9. WITHDRAWAL OF CONSENT

The Council may withdraw the permission giving 14 days' notice to remove the hives if: The permit holder contravenes any of the above conditions. The permit holder contravenes any conditions within the allotment tenancy Agreement or any separate Allotment Association rules. Substantiated information is received that requires a review of the arrangements Any cost resulting from the withdrawal of consent shall be borne by the allotment holder.

I hereby accept and agree to abide by the additional Conditions of Tenancy laid down by Tattenhall & District Parish Council for the keeping of honey bees.

Maximum Number of Beehives allowed per plot = 1

Signed: -----

Plot Number: -----

Dated: -----

The Council hereby accepts the above signatory, as a beekeeper, upon adherence to the conditions set out above.

Insurance Details Provided :-----

Dated: -----

Signed:-----



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### TATTENHALL & DISTRICT PARISH COUNCIL - ALLOTMENT TENANCY AGREEMENT

(A copy of this agreement when signed, will be returned to the tenant by the Parish Clerk)

AN AGREEMENT made between the Council and .....("the Tenant")  
WHEREBY The Tenant agrees to take the allotment plot as detailed below on an annual tenancy, following completion of a satisfactory six-month probationary period

**Location:** Gatesheath Allotments.

Plot Number:

Rent:

Payable yearly in advance before 30th April to cover the following period to 31st March the following year.

Schedule of payment with regard to paying in arrears:

On payment for an Allotment after the 1<sup>st</sup> May and before the 1st June - 5% additional charge.

Non- payment after 1<sup>st</sup> June will result in a four week termination letter being issued, and will only be rescinded upon full payment plus 10%

The Tenant agrees to comply with the Council's conditions listed below this should be read in conjunction with the Tattenhall & District Parish Council's Allotment Policy:

#### Use and Management of Plots

To use the allotment plot as an allotment garden for the growing of vegetables, flowers or fruit trees and for no other purpose.

Not to cut or prune any timber or other trees without advising the Clerk to the Council beforehand.

Not to take, sell or carry away any mineral, gravel, sand, clay or topsoil without the written consent of the Council.

Not to damage any hedges, fences, gates or notice boards situated in the allotment site of which the allotment plot forms part or is adjacent to.

Not to plant any fruit trees or other ornamental or timber trees, without consultation with the Clerk.

Not to keep any animals or livestock of any kind upon the allotment plot.

To keep the allotment plot clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility.

To keep any pathway adjoining the allotment plot clean, tidy and free from obstructions.

To ensure that all access gates are kept closed upon leaving the site if you feel you are the only occupant.

Not to deposit, or allow other persons to deposit on the allotment plot, any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).



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Not to deposit any refuse or waste matter anywhere in the allotment site or in adjoining land.

To comply with the Cheshire West & Chester Council's Code of Practice for Bonfires.

To comply with manufacturer's recommendations and to take great care to avoid any health risk to people, animals and the environment if using chemical weed killer.

Not to use or allow the use of any chemical weed killer which has a residual or long lasting effect on the soil.

Not to cause or allow any nuisance or annoyance to the occupier of any other allotment plot or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment plots.

Not to cause, or allow to be caused, any damage to any other plot particularly by any motor vehicle.

Not to use barbed wire within the allotment site.

To maintain the fences around the allotment and bordering the communal pathways to a high standard.

Not to bring, or cause to be brought into the allotment site, any dog unless the dog is kept under control at all times.

Under no circumstances should any person sleep overnight on their allotment plot or in any building on their allotment plot.

Not to conduct any illegal activities within the allotment site.

The Council will not be liable for any plot holder or any persons brought onto the plot site by a plot holder.

The Council has no responsibility for thefts or damage to property left on allotment plots.

To pay the full rent, and water charge as detailed above (unless a concessionary rate is agreed by the Council) on 1st April of each year.

Not to underlet, assign or part with the possession of the allotment plot or of any part of it without the written consent of the Council.

Not to erect any building on the allotment plot without:

(1) Consulting with adjacent plot holders with regard to the positioning of the building to ensure no blocking of light.

(2) Written consent of the Council.

(3) When applying for such consent a Plan and Specification of the proposed building shall be submitted to the Council and the tenant shall accept responsibility for the maintenance of any building already on the allotment.

Not to erect any notice or advertisement on the allotment site, without consulting the site representative and if no-one is elected, with the Clerk to the Council.

The Council shall have the right to refuse admittance to the allotment site to any person other than the Tenant or a member of his family, unless they are accompanied by the Tenant or a member of his family.

Any case of dispute between the Tenant and any other occupier of an allotment plot in the allotment site shall be referred to the Council whose decision shall be final.

To inform the Council immediately of any change of address.

To yield up the allotment plot at the end of the tenancy in a reasonably clean and tidy condition, or you will be liable to a charge for the Council to bring it back to an acceptable standard.

That any officer or agent of the Council shall be entitled at any time to enter and inspect the allotment plot. These inspections are carried out on a regular basis. Failure to keep the plot in a reasonable condition acceptable to the Council, may lead to the Council terminating the tenancy Agreement.



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To observe and perform any other special condition, which the Council considers necessary to preserve the allotment plot from deterioration. Notice of such requirements shall be given to the Tenant in writing.

After signing this agreement, the Tenant will be expected to commence work on the plot. If, after three months, the Tenant has not started work on the plot; the agreement may be terminated, unless there are mitigating circumstances.

This tenancy shall cease under the following conditions:

- Following the death of the Tenant.
• By the Tenant giving the Council notice in writing signed by the Tenant or otherwise by agreement with the Council.
• By the Council giving the Tenant twelve months' notice in writing.
• By the Council at any time, after giving three months' previous notice in writing to the Tenant, on account of the allotment plot being required.
(i) for any purpose (other than for agriculture) for which it has been acquired under any statutory provision or
(ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
• By the Council at any time, after giving one month's previous notice in writing to the Tenant: -
(1) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
(2) If it appears to the Council that there has been a breach of the conditions of this agreement by the Tenant. If such breach relates to the cultivation of the allotment plot at least three months must have passed since the beginning of the tenancy.

This document is to be signed on behalf of the Council and signed by the Tenant

SIGNED: ..... for and on behalf of the Tattenhall & District Parish Council

by (PRINT): .....Date .....

Date: / / 20119

SIGNED: ..... As the Allotment Tenant

by (PRINT): .....Date .....