

Tenancy Agreement
Between the Bourn Parish Council
And the Bourn Allotment Association

Document History

Date	Version	Description
19/04/2010	0.1	Initial Draft
01/05/2010	0.2	Revised Draft
25/08/2010	0.3	Revised after feedback from PC clerk
14/09/2010	0.4	Revised after feedback from BBA cttee
16/09/2010	1.0	Final version as agreed by PC

An agreement

1. Made on 18th September 2010 between Bourn Parish Council (hereinafter called "the Council") of the one part and Bourn Allotment Association (hereinafter called "the Tenant") of the other part.

Whereby


2. The Council agrees to let and the Tenant agrees to take for a term of 25 years, a parcel of land containing 0.5 acre or thereabouts and more particularly delineated on the plan annexed hereto and thereon shown coloured red, situated between Hall Close and Bourn Hall Clinic, Bourn (Hall Close Allotment Site) for the purposes of developing Allotments at a yearly rental of £50 payable yearly in advance and without deduction otherwise than allowed by statute.
3. At the end of this term the Council shall grant the Tenant the option to renew the agreement for a further 25 years.
4. The Tenant agrees :
 - a. The Allotments shall not be used for the purpose of any trade or business, except the distribution of seeds, fertilisers, tools, etc, by the Association to its members. The sale by Association members of excess produce to the benefit of the Association as a whole is permissible;
 - b. The Allotments shall be maintained in a proper state of cultivation, and any pathway or cart-track included therein or abutting thereon shall be kept reasonably free from weeds;
 - c. No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council for the use of the occupiers of the Allotments;
 - d. No timber or other pre-existing trees upon the Site shall be cut down and no mineral gravel sand earth or clay shall be taken or carried away there from without the consent of the Council;


- e. The Tenant shall be responsible for the complete day to day running of the Allotments and shall let the individual plots to members of the Bourn Allotment Association in accordance with the Allotments Act;
 - f. The Tenant shall maintain a list of potential allotment holders and shall let any vacant plot in priority order; where priority will be given to Bourn parishioners both for letting and also on the waiting list.
 - g. The Tenant shall be responsible for the collection of individual rents from the Allotment Holders;
 - h. The Tenant shall have authority and responsibility for the giving of notice to allotment holders for non-cultivation and / or non payment of rent;
 - i. The Tenant shall ensure that individual allotment holders comply with the Rules of the Bourn Allotment Association as issued and amended from time to time. Both in actuality and spirit.
5. The Council agrees :
- a. The Council has responsibility for maintaining the Site boundaries including all gates and fences, the pre-existing trees bordering the Bourn Hall Clinic site and the drainage ditch adjacent to the Hall Close properties. The Council will agree that the Tenant can in parts, add wire fencing to the maintained boundaries to restrict the ingress of wildlife.
 - b. The Council agrees that the Tenant shall be permitted to apply for the provision of mains water from the appropriate authority or other appropriate organisation.
 - c. The Council will agree with the Tenant the Bourn Allotment Association Rules relating to the Hall Close Allotment site and will be required to approve any changes made to them.
 - d. The Council will agree with the Tenant the Bourn Allotment Association Tenancy Agreement and will be required to approve any changes made to it.
6. Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the Allotments. This will include any easements agreed by the Council and South Cambridgeshire District Council and access by the Electricity Company.
7. The Tenant will at its own expense take out an appropriate insurance policy to cover third party Public Liability obligations and to renew this annually as long as the Agreement continues.
8. This Agreement may be terminated:
- a. By either the Council or the Tenant giving to the other twelve months notice in writing expiring on or before 6th April or on or after 29th September in any year;
 - b. By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the land being required:
 - i. For any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision;
 - ii. For building mining or any other industrial purpose or for roads or sewers necessary in connection with any of the purposes.


- iii. In such an event the Council will use its best endeavours to secure an alternative site for the provision of allotments and to ensure that the Tenant and individual allotment holders do not unreasonably lose out as a result of the termination of the Agreement.
- c. By re entry by the Council at any time after giving one months previous notice in writing to the Tenant:
 - i. If the rent or any part thereof is in arrears for not less that forty days whether legally demanded or not, OR
 - ii. If it appears to the Council that the Tenant or any one or more of their members not less that three months after the commencement of the Agreement has not duly observed the conditions contained therein.
- 9. Any notice required to be given by the Council to the Tenant may be given by sending by registered post or by the recorded delivery service a written notice by the (Clerk) Proper Officer to the Council or other authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on any one of the allotments comprised in the Agreement and any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Chairman of the Allotments Association and sent by pre paid post letter to the (Clerk) Proper Officer to the Council.


In witness

8. Whereof representatives of both the Council and the Tenant have signed this Tenancy Agreement.

Bourn Parish Council: 
 Date: 17/02/2011

Bourn Parish Council: 
 Date:

Bourn Allotment Association: 
 Date: 17/2/11
 Witness:
 Witness address: 8, Baldwins Close, Bourn

Bourn Allotment Association: 
 Date: 17 Feb 2011
 Witness:
 Witness address: 29 Caxton End, Bourn, Cambridge

Annex – Site Position

