

BUCKLESHAM PARISH COUNCIL

Mrs Ruth Johnson, Clerk to the Parish Council
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TENANCY AGREEMENT FOR BUCKLESHAM ALLOTMENTS

2026

Agreement between Bucklesham Parish Council, of 54 Levington Lane, Bucklesham, IP10 0DZ (hereafter called 'the Council'), and **NAME**, of **ADDRESS** (hereafter called 'the Tenant').

The Council agrees from **DATE** to take on an annual tenancy from the allotment numbered **NUMBER** (see map below), which forms part of the Bucklesham Allotments, Green Crescent, Bucklesham, IP10 0AE, together with a right of access over the common paths, at the yearly rent of **£40** (subject to annual review), to be paid in advance upon the commencement of this Agreement.

1. The Tenancy is subject to:

- a) the provisions of the Allotments Act 1908 to 1950 (or any statutory modifications or re-enactment thereof);
- b) the payment of the rent; and
- c) the observance and performance of the conditions and agreements herein contained.

2. The annual rent will be decided by the Council. The amount of rent will be notified to the Tenant by means of an invoice on 1st October each year, to be paid by the Tenant by 31st October that year, for the year ahead. The Council will pay all rates and taxes. If a tenancy is terminated by either party during the year, any refund of rent will be at the Council's discretion pro-rata. If a Tenancy is taken on during the year, any rent due will be pro-rata.

3. The Tenant will give the Council 1 month's notice to relinquish the allotment.

4. The Council will give the Tenant 1 month's notice to relinquish the allotment if the following are not adhered to:

- a) if the rent is in arrears for more than 1 month after being requested; or
- b) if the Tenant has not duly observed the conditions of their tenancy herein contained.

5. In any case, the tenancy will terminate 3 months after the death of the Tenant, or earlier if requested by their next-of-kin or executors.

6. The day to day management of the allotments will be the responsibility of the Parish Council Clerk. Any notice given by the Council relating to this Agreement will be signed by the Parish Council Clerk.

7. Any issues or problems of the tenancy should be notified directly to the Parish Council Clerk.

8. During the continuation of the tenancy, the Tenant:

- a) will continue to be resident in the Parish of Bucklesham, or at the address originally approved by the Council, and will inform the Council of a change of address;
 - b) will not let, assign, or part with the possession of the allotment or any part of it;
 - c) will not use, or permit the use of, the allotment for the purpose of any trade or business;
 - d) will not cause any nuisance or annoyance to the Tenant(s) of any other allotment, or trespass on other allotments without permission, or obstruct any path set out by the Council for the use of the occupiers of the allotments;
 - e) will not cause any nuisance or annoyance to the occupier(s) of any neighbouring properties to the allotment site;
 - f) will not perform any unreasonable activity which may cause annoyance to other Tenants or neighbours, or which may bring the Council in to disrepute;
 - g) will wholly or mainly cultivate the allotment for the production of vegetables and/or fruit and/or flower crops, for use by the Tenant and their friends and family, with an allowance of up to 10% of the plot designated for wildlife if the Tenant so chooses;
 - h) will not, without previous written consent from the Council, plant any crop, fruit bush, or tree that requires more than twelve months to mature;
 - i) will not, without previous written consent from the Council, cut or prune any timber or other tree belonging to the Council, or take, sell, or carry away any mineral, gravel, sand or clay;
 - j) will not, without previous written consent from the Council, erect any building or structure on the allotment. Any building or structure on the allotment must be erected in a position approved by the Council, and be of agreed dimensions and materials. No building or structure will be kept in such a condition or manner as to be prejudicial to Health and Safety, or a nuisance, or affect the operation of any legal requirement. The storage of glass panels for crop protection will not be stored on open ground on the allotments;
 - k) may plant or erect, and thereafter maintain to the satisfaction of the Council, any hedge, fence, or gate on the allotment. Any such hedge, fence, or gate must not exceed 3 feet or 1 metre in height, and must consist of wooden posts and/or chicken wire, or native species hedging. No fence may consist of barbed wire. No hedge, fence, or gate may be planted or erected without the previous written consent of the Council;
 - l) will ensure all water butts or similar items are kept covered, and all hoses are drained before storage and kept out of sunlight. Hoses should preferably be used without spray or sprinkler attachments, and tenants should consider using watering cans as a safer alternative (for the prevention of the spread of Legionnaires disease);
 - m) will not keep livestock (with the exception of hens or rabbits) on the allotment, except under special circumstances with previous written consent from the Council. Bees may be kept, provided that such keeping is for personal use, is not prejudicial to Health and Safety, and is not a nuisance;
 - n) will not let loose on the allotment any livestock, and will ensure that any dogs are kept on a lead.
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- o) will keep the allotment clean, free from weeds and noxious plants (including invasive non-native species), in a good state of cultivation and fertility, and in good condition in all respects to the satisfaction of the Council, and will continue to do so until the end of the tenancy. The Council reserves the right to make a charge for clearing an allotment left in an untidy condition at the end of a tenancy;
 - p) will, as far as practicable, keep the allotment, and their half of the footpath between each allotment, clean and free from weeds;
 - q) will, as far as practicable, keep the allotment free from vermin, such as rats and mice, by storing seeds and bulbs in secure containers to prevent rodents accessing edible goods. The Tenant must be mindful not to use traps or bait that could harm a non-targeted species, such as hedgehogs;
 - r) will compost all organic refuse collected or produced on the allotment, either at the allotment or through the appropriate facilities provided by East Suffolk Council. The Tenant will not use the allotment, or allow the allotment to be used, for the storage of rubbish, and will not dump any rubbish on other allotments or uncultivated areas within the boundaries of the allotment site;
 - s) will not burn any materials on the allotment whatsoever;
 - t) will, as far as practicable, limit the use of pesticides, herbicides and insecticides, and engage in more sustainable organic methods;
 - u) will not store or discard on the allotment any hazardous materials, or any household rubbish;
 - v) will comply with all environmental legislation;
 - w) will allow the Council to enter and inspect the allotment at any time.
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Tenant's Details

Name:

Address:

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Telephone Number:

Email Address:

Plot Number:

Signed: _____ Dated : _____

[Tenant]

Signed: _____ Dated : _____

[Clerk]

Map of Allotment Plots

Paddock

Green Crescent

Levington Lane
gardens

Joe Ramsey's Field

The Pit

