

CONDITIONS OF ALLOTMENT TENANCY

General conditions under which the Allotment Garden is to be cultivated.

1 The Tenant of an allotment garden shall comply with the following conditions:-

- (i) To keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.**
- (ii) Not to cause any annoyance or nuisance to the occupier of any other allotment garden or obstruct any path set out by the Council for the use of the occupiers of the allotment site and every such path on which the allotment garden abuts shall be kept by the tenant not less than eighteen inches wide.
- (iii) Not to underlet, assign or part with the possession of the allotment garden or any part of it without prior written consent of the Council.
- (iv) Not, without the prior written consent of the Council cut or prune any timber or other trees, take sell or carry away any mineral gravel, sand or clay or sink any well on the allotment garden.
- (v) To keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in good repair any other fences and any gates on the allotment garden.
- (vi) Not, without the prior written consent of the Council, erect any building or structure of any kind on the allotment garden. The size of the building or structure should be no more than 6' x 4' or 1.85m x 1.25m and to remove said building or structure if tenancy terminates.**
- (vii) Not to keep on the allotment garden, except with the specific prior consent in writing of the Council or their agent, any animals other than hens and/or rabbits kept otherwise than by way of trade or business in accordance with the provisions of the Allotments Act 1950, and hens and/or rabbits as aforesaid shall not be kept in such a building or in such a manner as to be prejudicial to health or a nuisance or to affect the operation of any enactment and shall also obtain the specific consent of the Council under sub- paragraph (vi) above for the erection of any buildings or building necessary for any purpose under this sub-paragraph including the keeping of hens and/or rabbits.
- (viii) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of allotment gardens.
- (ix) To observe the Environmental Protection Act 1990 it is an offence to cause a statutory nuisance. This includes smoke, fumes or gases "emitted from premises so as to be prejudicial to health or a nuisance". This can include nuisance created by bonfires.
- (x) To observe and perform any other specific conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice to the Tenant is given by the Council or their agents.

2. Payment of Rent

The rent of the allotment garden shall be paid in advance by the last day of January in each year.

3. Power to Inspect the Allotment Garden

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment garden.

4. Termination of the Tenancy of the Allotment Garden

The tenancy shall, unless otherwise agreed in writing, terminate on the quarterly rent day next after the death of the Tenant.

The tenancy may also be terminated by the Council in any of the following manners:-

- (a) By either party giving to the other not less than TWELVE MONTHS previous notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of 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 allotment garden being required by the Council for a purpose (not being the use of land for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision.
- (c) By re-entry by the Council after giving ONE MONTHS' previous notice in writing to the Tenant: -
 - (i) if the rent or any part thereof is in arrear for not less than 40 days whether legally demanded or not, or
 - (ii) if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant herein contained, or
 - (iii) if the Tenant shall become bankrupt or compound with his creditors.

5. Service of Notices

Any notice may be served by the Council upon the Tenant either personally or by leaving it at the last known place of abode or by recorded delivery service addressed to the tenant there or by fixing the same in some conspicuous manner on the allotment garden.

Notice served by a tenant on the Council should be sent by recorded delivery to Banbury Town Council, The Town Hall, Bridge Street, Banbury. OX16 5QB.