

# SCHEDULE ONE

## Tenancy Agreement

**It is agreed between the Council and the Tenant that:**

1. The Council agrees to let, and the Tenant agrees to rent and cultivate the plot detailed on the first page of this agreement as an allotment garden to produce vegetable, fruit and flower crops for use and consumption by him/herself and his/her family and for no other purpose.

The allotment gardens must not be used for the purpose of any trade or business.

2. Under the provision of section 29 Small Holdings and Allotments Act 1908, the Council has appointed the Gertie Gale's Allotment Association (the "Association") to manage the allotment garden on its behalf and the Association may do anything in relation to the management of the allotments which the Council are authorised to do, including setting plot rent, and enforcing the terms of this agreement and the general site rules. References to the Council other than in clauses 1., 5. and 19. shall also include the Association acting on behalf of the Council.
3. The Tenant must reside within Portishead Town Council electoral area and must notify Gertie Gale's Association Committee (the "Committee") in writing upon changing their address within thirty (30) days.

4. Due to the demand for allotments in Portishead, Tenants at the Site **are not allowed to hold another allotment plot in the Portishead Town Council electoral area.**

If the Tenant holds a plot elsewhere within Portishead Town Council electoral area, they must give a written undertaking that the other plot will be relinquished at the end of March following the signing of this agreement.

A member of a household will not be allocated a plot at the Site, if another member of that same household is a Plot holder at any other allotment site within the Portishead Town Council electoral area.

5. The Council shall let the plot to the Tenant for a term of one year commencing on the 1st day of April and thereafter from year to year unless determined in accordance with the terms of this tenancy agreement.
6. A Tenant may only rent one (1) full plot or two (2) half plots. Where a Tenant is struggling to maintain a full plot, it may be agreed to split the plot into two and rent the other half to another Tenant or move to a half plot, if one is available, with the written consent of the Committee and the signing of a new Tenancy Agreement.
7. The Tenant shall pay the full yearly rent in advance by 1st April each year or upon entering the tenancy agreement if later. The level of rent (and other charges) shall be set by the Association and notified to the Tenant.
8. The Tenant must not assign the tenancy nor sublet a plot or any part thereof to any other person. However, in cases of ill-health or other circumstances where a Tenant is unable to tend a plot another person may be nominated by the Tenant to cultivate the plot during this time, with prior written consent from the Committee. That other person will have no right of tenancy to the plot should it become vacant.

9. The Tenant may terminate the tenancy by giving two (2) months written notice or by declining to pay the rent and other charges demanded as they fall due. No refund will be given for any unused rental period.
10. The tenancy may be terminated by the Council by giving the Tenant not less than twelve (12) months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:
  - a. the rent is in arrears for forty (40) days or more; or
  - b. three (3) months after the commencement of the tenancy the Tenant has not observed the terms of this agreement or the general site rules; or
  - c. the Tenant has moved residence to outside the Portishead Town Council electoral area, in which case the tenancy will terminate at the end of the allotment year (March 31<sup>st</sup>).
12. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the plot detailed on the first page of this agreement, and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with the above clauses ten (10) and eleven (11) or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
14. On the termination of the tenancy, the Tenant must remove any poly tunnel, fruit cage(s), tool store, or other structure or hard standing on the plot detailed on the first page of this agreement, together with any rubbish and personal items within fourteen (14) days of the termination of the tenancy, unless the Committee agrees otherwise which shall be confirmed in writing to the Tenant. Ponds are not to be removed by the departing Tenant.
15. The original of this agreement shall when signed be retained by the Committee who shall supply a copy on demand to the Council. A copy of this signed agreement will be emailed to the Tenant within ten (10) days of commencement of this agreement.
16. The Tenant must abide by the general site rules in **Schedule Two** and must observe additional rules that the Council or Association may make for the regulation and management of the allotment garden. Thirty (30) days advance notice of any rule changes or additional rules shall be given. Any changes to these rules will come into force from 1st April and at no other time throughout the year.
17. Tenants shall permit an inspection of plots at all reasonable times by the Council or Association representatives. Plot inspections typically take place five (5) times a year, in May, July, September, November and January.
  - a. If any Tenant has not adhered to the terms of the tenancy agreement or the general site rules, a first warning letter will be sent by email outlining the issue(s) and giving the Tenant four (4) weeks to rectify the issue(s) specified.
  - b. If no significant improvement has been made a second letter will be sent by email and post to the Tenant, giving them a further four (4) weeks to rectify the issue(s).

- c. After which if the issue(s) are not satisfactorily rectified a termination letter will be issued to the Tenant by email and post informing them that they are in default and their tenancy is being terminated immediately. The Tenant will remove all personal items within two (2) weeks of the letter being sent, unless otherwise agreed in writing with the Committee.
- d. The Committee will consider exceptional circumstance such as ill health and bereavement if cultivation targets are not met. Tenants are advised to notify the Committee as soon as these circumstances occur.
18. Any dispute arising from this agreement or dispute between two (2) or more Tenants shall be referred to the Committee in the first instance. If the grievance is not resolved to the satisfaction of the Plot holders the matter shall be referred to the Chairman of the Council or his representative whose decision shall be final and binding on all parties.
19. Any written notice required by the tenancy shall be sufficiently served if sent by registered post, delivered personally, or emailed to:
- The **Council**: Town Clerk, 95 High Street, Portishead, BS20 6PR  
**clerk@portishead.gov.uk**
- or
- The **Association**: **gertiegaleallotments@outlook.com**
20. The Tenant agrees to the General Data Protection Regulation (GDPR) statement for the handling of their personal data as set out in **Schedule Three**.
21. The Association have various policies in place for the smooth running of the Site. Tenants are recommended to read these policies that can be viewed on the Association website **www.gertiegales.weebly.com**, that includes copies of:
- Allotment Constitution
  - Memorandum of Understanding
  - Tenancy Agreement
  - General Site Rules (as detailed in this Tenancy Agreement - Schedule Two)
  - GDPR Policy (as detailed in this Tenancy Agreement - Schedule Three)
  - Rules and Guidance on Livestock (as detailed in this Tenancy Agreement - Schedule Four)
  - General Allotment Policies Summary
  - Committee Member Role Descriptions
  - Methods of Payment