Allotment Tenancy Agreement

1 Your Agreement

Your Tenancy Agreement and rules are made in accordance with the Allotments Acts 1908 to 1950. This is an important legal agreement between you (the Tenant) and Bristol City Council (your Landlord). It sets out the terms and conditions of your tenancy.

The Council shall provide Tenants with not less than 28 days' written notice of any significant amendment to this Tenancy Agreement. Where it is not possible to provide 28 days' notice, the Council shall provide as much notice as is reasonably practicable and shall set out the reasons why the full notice period cannot be given.

This Tenancy Agreement is made on:	*Tenancy commencement date*
Between	Bristol City Council The Allotment Service City Hall, PO Box 3399, Bristol BS1 9NE
and	The (Landlord)
Name:	*Name of person taking plot*
of	The (Tenant)
Address	*Address of person taking plot*
Email:	*Email address of person taking plot*
Phone:	*Phone number of person taking plot*

It is agreed as follows:

1.1 A copy of the current Rules at the commencement of this agreement is attached and has been read by the Tenant.

1.2 This Agreement shall begin on the Commencement Date and shall continue until 28 September. Thereafter, it shall continue from year to year unless terminated in accordance with the provisions of the Tenancy Agreement and the Rules.

1.3 Bristol City Council agrees to let, and the Tenant agrees to take the Allotment Plot situated at:

Allotment Site:	*The name of the allotment site* ("the Site")	**Plot No:**	*The plot no/letter*
Having an area of	***m2*** *or thereabouts*	**Band Size:**	If applicable
		Current Annual Rent:	£

2 Rent

2.1 The Tenant shall pay the rent, together with any applicable charge, to the Council. The first payment is due on the date of this Agreement. Rent shall be due annually on 29 September, or on any other date specified by the Council.

2.2 Where the Tenant wishes to pay rent quarterly or monthly, prior agreement must be obtained from Bristol City Council. Where such an arrangement has been approved, the Tenant must ensure that all charges due for the relevant tenancy year are paid in full by 31 August. This obligation remains payable in full irrespective of whether the Tenant retains or surrenders the plot during that tenancy year.

2.3 The Council may vary the rent and/or any associated charges by giving the Tenant not less than 6 months written notice.

2.4 No refunds shall be payable by Bristol City Council in respect of rent, or any other associated charges paid by the Tenant, whether the Tenant chooses to surrender the plot, ceases to use the plot, or has the tenancy terminated before the end of the tenancy year.

3 Termination of Tenancy

3.1 The Council may take back possession of the allotment as follows:

(a) If the Tenant gives the Council not less than 4 weeks' written notice of their intention to terminate the Tenancy.

(b) Where rent remains unpaid for 40 days after it becomes due, whether it is formally demanded or not.

(c) By giving at least 12 months' written notice. The notice must expire on or before 6 April or on or after 29 September in any year.

(d) If the Tenant is not duly observing the conditions of this Tenancy Agreement or the Rules, the Council may terminate this Tenancy and recover possession of the Allotment Plot after giving the Tenant not less than one months' Notice to Quit.

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(e) If after 3 months of the start of the Tenancy it is found the Tenant has breached the Tenancy Agreement and Rules, the Council can serve a Notice to Quit.

(f) 4 weeks after being notified of the Tenant's death.

(g) By giving not less than 3 months' prior written notice to the Tenant where the Allotment Plot is required for any of the following purposes:

(i) for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

(ii) for any purpose (not being the use of the Allotment Plot for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision.

3.2 A Tenant has the right to Appeal a Notice to Quit issued for Breach of Tenancy

3.3 Notice of termination of Tenancy will normally be given by email where the Tenant has provided a valid email address, or by post where no email address is held. A notice is also valid if the Council:

(a) delivers it personally to the Tenant; or
(b) leaves it at the Tenant's last known address; or
(c) fixes it in a prominent position on the Allotment Plot

4. Council responsibilities

4.1 The Council is responsible for:

- letting and managing allotment sites
- health and safety works
- communicating with Tenants
- supporting Site Representatives.
- utilities supply (where appropriate)

5. Acceptance of Terms

The Tenant accepts the Tenancy of the Allotment Plot with effect from the date specified in Section 1 and agrees to comply with the terms set out in this Tenancy Agreement and Rules.

The Tenant agrees that notices and communications relating to the Tenancy may be sent electronically to the email address supplied by the Tenant unless the Tenant requests correspondence by post.

The Tenant confirms that they are 18 years of age or over and that all information provided in their application is true, complete and accurate to the best of their knowledge and belief. The Tenant acknowledges that, if any information provided is found to be false, inaccurate or misleading, the Council reserves the right to take appropriate action, which may include terminating the Tenancy and seeking possession of the plot.

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The Tenant understands that the plot may only be used as an Allotment Plot and must be managed in accordance with this Tenancy Agreement, Rules, the Allotments Acts, and any other relevant legislation.

Tenant Name:			
Signature:		**Date:**	
Allotment Service use only			
Authorised Council Officer:		**Date:**	

Please return your signed form to the Council at allotments@bristol.gov.uk. or post to:

Bristol City Council,
The Allotment Service,
City Hall,
PO Box 3399,
Bristol
BS1 9NE

Full details of how the Council uses your data and why it is collected can be found by clicking on the following link: www.bristol.gov.uk/allotments-privacy-notice

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