

PIGEON LOFT AGREEMENT



AN AGREEMENT made the (date), BETWEEN THE TOWN COUNCIL OF GREAT AYCLIFFE in the County of Durham (in this Agreement called 'the Council') of the one part and (NAME, ADDRESS) in this Agreement called 'the Tenant' of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Council will let and the Tenant will hire from the 1st day of April, 2023 to the 31st March, 2024 and thereafter yearly the Pigeon Loft Plot at St. Oswald's Allotment Site in Newton Aycliffe numbered (number) on the Council's plan.
2. The rent shall be £----- per annum reviewable on an annual basis. Additionally the tenant will be required to provide a returnable bond of **£100.00** which shall be returned at the termination of the tenancy following a satisfactory inspection of the plot by the authorised officer. Non-resident fees will be applied to tenants moving outside of the Parish boundary, but not exceeding 1 mile from the Parish boundary, at the next due date.
3. The Tenant Agrees:-
 - (a) To use the Pigeon Loft Plot only for the keeping of pigeons.
 - (b) Not to use the Pigeon Loft Plot for the purposes of trade or business.
 - (c) At all times to keep the Pigeon Loft and Plot clean and presentable and in a good general state of repair.
 - (d) Not to cause any nuisance or annoyance to the Council or their other Tenants or Tenants of any neighbouring property, nor obstruct any path set out by the Council for the use of the occupiers of the Pigeon Lofts or adjacent Allotment Plots.
 - (e) NOT TO UNDERLET, ASSIGN OR PART WITH THE POSSESSION OF THE PIGEON LOFT PLOT OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.
 - (f) Not without the written consent of the Council to cut or prune any timber or other trees or to take, sell or carry away any mineral, gravel, sand or clay from the site.
 - (g) To keep every hedge which forms part of or adjoins the Pigeon Loft Plot properly cut and trimmed, keep the paths on or adjoining the Pigeon Loft Plot properly cleansed and maintained and keep in good repair and condition all fences, buildings or other structures and any gates in the vicinity of the Pigeon Loft.
 - (h) Not without written consent of the Council to erect or modify any building or other structure on the Pigeon Loft Plot and not to use any such building or structure for the erection of which consent has been given for the garaging of any vehicles.
(N.B. Lofts must be of sound construction and must be joiner made or manufactured). Lofts must be sited so that the front runs north to south. On completion, huts must be treated with preservative or be painted.
 - (i) To carry out all reasonable directions which may from time to time be given by Council to preserve the Pigeon Loft Plot from deterioration.
 - (j) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Pigeon Loft or for a fence adjoining public open space or private property in the vicinity of the plot.

- (k) To ensure that all pigeons are kept and treated in accordance with conditions that would satisfy an RSPCA Inspection. Any cruelty or neglect of pigeons will result in immediate termination of this agreement without compensation.
- (l) **To ensure that all gates to the allotment site are kept locked shut when not in use.**
To park motor vehicles in approved parking areas where so provided and to operate motor vehicles at an appropriate speed to ensure the safety and tranquillity of the allotment site for users of all ages.
- (m) That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment site unless accompanied by the Tenant or a member of his family.
- (n) Not to bring or cause to be brought into the allotment site, of which the Pigeon Loft Plot forms part, a dog unless it be held on a leash.
- (o) That any cause or dispute between the Tenant and any other occupier of an allotment garden or pigeon loft in the allotment site shall be referred to The Council whose decision shall be final.
- (p) That the Tenant shall yield up the Pigeon Loft Plot at the determination of the tenancy hereby created in such condition as shall be in compliance with the rules and agreements herein contained. Pigeon loft tenants who have allowed their site to deteriorate through neglect may be made liable to pay compensation for dilapidation on quitting their site or on the determination of the agreement.
- (q) The Council or any person authorised by them may at any time enter the Pigeon Loft or Site for the purpose of general inspection, laying, constructing, repairing or maintaining any pipes, mains, cables or other services over, under or across the land but in so doing shall make fair compensation to the Tenant for any loss of productivity which he suffers thereby.
- (r) **All arising from the Pigeon Lofts must be tipped on the official tip**, near the main site entrance. Dead birds must be removed from site and disposed of by tenants in a proper manner, i.e. not discarded on site or onto adjacent property.

4. **Termination** The Tenancy of the Allotment Garden hereby granted shall terminate:-

- (a) On the death of the Tenant.
- (b) Either the Council or the Tenant may determine the tenancy of the Pigeon Loft Plot by giving to the other no less than three calendar months notice in writing.
- (c) By re-entry by the Council at any time after giving three months notice in writing to the Tenant on account of the Pigeon Loft Plot being required.
 - (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - (ii) for building, mining or any industrial purpose or for roads or sewers necessary in connection with any of these purposes.
- (d) By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:-
 - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not
 - (ii) if any of the stipulations or rules herein contained in the agreement shall not have been performed by the Tenant, provided that at least three months

have elapsed since the commencement of the tenancy.

- (iii) if the Tenant has become bankrupt or compounded with his creditors.
- (iv) if the Tenant becomes resident more than one mile outside of the parish boundary.

5. Any notice shall be served on the Tenant either personally or by leaving it at his known place of abode or by letter sent by ordinary post addressed to him there or by fixing the same in some conspicuous manner on the allotment site.
6. On cancellation or determination of the tenancy all equipment sheds and structures must be removed from the Pigeon Loft Plot by the appropriate determination date. Alternately an agreement may be reached with the incoming tenant where appropriate.

General Data Protection Regulation

The information on this form will be held and used for administrative purposes e.g. contact in the event of a problem, chase up outstanding payments etc. This is a condition of the tenancy. Under the provisions of GDPR, your personal data will be treated in a secure and confidential manner and will not be kept for longer than necessary. If you have any questions about the personal information that we hold about you or wish to exercise your relevant rights under the GDPR, please contact The Data Information Officer, at The Council Offices, School Aycliffe Lane, Newton Aycliffe DL5 6QF, or by email at info@great-aycliffe.gov.uk. You can view our full privacy notice at www.great-aycliffe.gov.uk/council-democracy/data-protection

AS WITNESS the hands of the parties.

For and on behalf of the
GREAT AYCLIFFE TOWN COUNCIL

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POSITION **Administration Assistant**

Signed by the Tenant

Address

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