

ALDENHAM PARISH COUNCIL

THE ALLOTMENTS ACTS 1908 TO 1950

Allotment Tenancy Agreement for the Allotments on land adjacent to the Phillimore Recreation Ground

AN AGREEMENT made the first day of October Two thousand and fourteen BETWEEN ALDENHAM PARISH COUNCIL (hereinafter called 'the Council') by the hand of Peter Evans, Parish Council Manager and duly authorised agent of the one part and (plot holder's name) (hereinafter called 'the tenant') of the other part.

WHEREBY;

The Council agrees to let and the tenant agrees to take on allotment garden numbered X (half/full plot) on the Council's allotment site at the above address, from 1st October 2014 until 30th September 2015 at a yearly rent of £30 per whole plot/£15 per half plot as set by the Council, subject to the provisos and conditions herein under contained. This agreement shall run thereafter from year to year until the same shall be terminated. The rent in future years may be altered by the Council. The annual rent for the following season is to be set by the Council by 30th June and all tenants are to be informed in August each year. Please note the changes to the 2013 agreement that are highlighted in **bold**.

The tenant hereby agrees with the Council as follows:

1. To pay the rent hereby reserved by the first day of October, in every year during the continuance of this tenancy without any deductions whatsoever.
2. To use the allotment as an allotment garden and for no other purposes without the prior consent of the Council. Not to keep any building materials, pallets, fencing, non-erected sheds or any other inappropriate items on the site.
3. No contractors are to be employed by plot holders to maintain their plot.
4. To keep the allotment garden clear from weeds and well manured and to maintain at least two thirds of the plot in a good state of cultivation and fertility, this does not include grassed areas or trees.
5. Not to cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of occupiers of the allotment gardens.
6. Not to underlet, assign or part with the possession of the allotment garden, or any part thereof.
7. Not without the permission of the Head of Grounds Maintenance to light bonfires, or in other way to cause a fire to be lit, or to use a crop burner or similar piece of equipment on any part of the allotments.
8. Not, without the written consent of the Council, cut or prune any timber or other trees, to take, sell, or carry away any soil, gravel, sand or clay.
9. Not without the prior consent of the Council in writing erect any building on the allotment. Any request for a building must be in writing to the Council, which will include a plan of the building, its dimensions, and building materials.
10. Keep every hedge that forms part of the allotment garden properly cut and trimmed and keep all ditches properly clear. Not, without the consent of the Council in writing to plant any fruit bushes or trees which require more than 12 months to mature.
11. Not to erect any fence or barbed wire anywhere on the allotments.
12. Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council. This consent will be reviewed annually.

Applicable from 1st October 2014. This replaces all previous contracts.

13. Observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration.
14. To keep control of, and be responsible for, any child under the age of 16 years.
15. All dogs should be kept on a lead and under their owner's control.
16. To permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon.
17. There will be at least two inspections per year where the Council will inspect the plots to ascertain whether they are in good condition and comply with the rules as set out above.
18. Failure to comply with a written notice from the Parish Council of a breach of these rules by a plot holder within 28 days may result in forfeiture of the tenancy with immediate effect.
19. For security purposes, the code to the allotment gate should not be passed to any other individual without the prior permission of the Council. All tenants are required to keep the allotment gate locked when it is not in use.
20. Hosepipes are not to be left unattended and sprinklers are not to be used.
21. To observe current regulations regarding the safe use of sprays and fertilisers to minimise their impact on the environment.
22. All allotment holders are required to live in the Parish of Aldenham. The tenancy on the allotment will be forfeited immediately regardless of whether a year's rent on the plot has been paid if an allotment holder moves out of the Parish Council area. The tenant must advise the Council of any change of address.
23. This tenancy will cease on;
 - a) The death of the tenant.
 - b) By either party giving twelve months notice.
 - c) By re-entry by the Council having given one months notice if the rent remains unpaid 28 days after its due date.
 - d) If it appears to the Council that any of the above conditions have been breached.
24. **Upon cessation of this tenancy, or within twenty-eight days of notice to quit the plot, the tenant shall remove all their property from the allotment including, if required by the Council, any structures, fixtures and fruit bushes and trees installed by the tenant, and make good any defect to the plot caused by removal. Thereafter the Council may remove any remaining property and charge the cost of removal, and the cost of making good any defect, to the tenant.**
25. Plot holders who need to drive to their allotments using the driveways must unload their vehicles and return their cars to the car park. The driveways are not to be driven down during the winter months or in wet weather.

I agree that I have been supplied a copy of these conditions and that during my tenancy I will abide by them. In the case of new plot holders, by signing this agreement you are confirming that you have viewed the allotment garden and are taking it on as seen. **You are also confirming responsibility for the maintenance of all inherited structures, fixtures and fruit bushes and trees on the plot, including an obligation to remove them at the end of the tenancy if required to do so by the Council.**

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Parish Council Manager

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Signature of Tenant, Plot No(s) **X**

Print Name