

HELLIFIELD PARISH COUNCIL

Allotment Tenancy Agreement

An agreement made on (Date)
Between Hellifield Parish Council ("the Council")

And Name of Tenant ("the Tenant")

Of (Address of Tenant)

The Council agrees to let, and the Tenant agrees to enter into a yearly tenancy

Commencing 1st April ???? for the Allotment Plot No ?

and containing ???? square metres or thereabouts

at the current yearly rental of (£ 0.26p per sq metre)

An invoice for the yearly rent payable by the Tenant shall be submitted to the Tenant by the Council and shall be payable within 14 days of receipt.

The yearly rent shall be subject to annual review and the Council will notify the Tenant each year of the rent for the forthcoming year following such rent review.

This agreement is subject to the Allotment Acts including those of 1908 and 1950 and is subject to the following terms and conditions:-

1. The Council shall not be responsible for any loss suffered by the Tenant or any third party howsoever caused whether by injury theft accident or other cause.
2. No water, electricity, storage or other facilities shall be provided by the Council under the terms of this agreement
3. The Tenant shall use the Allotment only for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and his/her family and for no other purpose and the Tenant shall keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and generally in good condition.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or to occupiers of neighbouring properties, nor shall the Tenant obstruct any path set out by the Council for the use of the occupiers of the allotments.
5. The Tenant shall not underlet, assign or otherwise part with possession of the Allotment or any part thereof.
6. The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell, carry away nor import any mineral, clay, stone or flagstones of any composition.
7. The Tenant shall only use synthetic or other carpet or plastic sheeting designed for horticultural use that has been approved by the Parish Council, not synthetic or other carpet or plastic sheeting as a weed suppressant or for other purposes not approved by the council. See attached list of approved materials.
8. The Tenant shall not keep any animals or livestock or unused equipment, tools, wood and other non growing items on the Allotment
9. One compost bin and not more than two water butts or two compost bins and one water butt shall be permitted on each allotment plot. The compost bins should not exceed 1 metre high by 1 metre wide by 1 metre deep.
10. The Tenant shall not erect any barbed wire nor any other form of fence on any allotment or boundary to the same.
11. The Tenant shall not erect any shed, toolbox, greenhouse, or other structure on the Allotment

12. The Tenant shall on termination of the Tenancy be responsible for clearing any items such as wood, plastic, tools, other materials and items introduced by the Tenant to the Allotment and shall leave the Allotment in a clear and weed free condition ready for use by a subsequent Tenant.
13. Any duly authorised representative of the Council shall be entitled at any time to enter and inspect the Allotment.
14. The Tenant shall not burn any materials on the Allotment.
15. The Tenant shall maintain in a tidy condition (including cutting of grass) the half of any pathway adjoining the Tenant's Allotment and a one metre wide strip between the Tenant's Allotment and the Allotments boundary. From time to time the Council may undertake grass cutting and/or other maintenance of the said pathways and strip on behalf of the Tenant, in which case the Tenant shall be charged by way of additional rent a sum over and above the standard rental payment for the allotment to cover the cost of such grass cutting and/or maintenance. For the period during which the Council undertakes the grass cutting of the allotment and strip the Tenant's obligation in this respect shall not apply. The Council will notify the Tenant in advance of the work being carried out of the Council's intention to take on the grass cutting obligation on behalf of the Tenant and of the charge to be made to the Tenant for this service. Such decision as to whether the Tenant or the Council shall be responsible for the grass cutting shall be solely at the Council's discretion.
16. No trees shall be grown on the Allotment.
17. The Tenant shall not use the Allotment for residential purposes nor shall the Tenant stay overnight on the Allotment.
18. The tenancy of the Allotment shall terminate on the yearly rent day after the death of the Tenant and/or should the Council cease to be the owner of the Allotment site.
19. The Council may terminate the Tenancy and retake possession of the Allotment on one month's notice to the Tenant on the occurrence of any of the following:-
 - (i) The rent is in arrears for 40 days or more
 - (ii) The Tenant is in breach of any of the terms or conditions of this agreement for 40 days or more
 - (iii) The Tenant becomes bankrupt or enters into a composition with the Tenants creditors
 - (iv) The plot remains uncultivated for 40 days or more (without there having been prior consultation with and agreement to the non cultivation by the Council).
20. This agreement may also be terminated by the Council for any reason permitted by statute on the minimum notice required for any situation by statute.
21. The Tenant may terminate this agreement at any time on 1 month's written notice to the Council, (no refund of unexpired rent shall be made in such circumstances).
22. In the event of termination of this agreement by either the Council or the Tenant then the cost of rectifying any breach of this agreement by the Tenant shall remain the responsibility of the Tenant and the Council may take such steps as it considers appropriate to enforce the Tenant's compliance with the Tenant's obligations, which steps may include proceedings to recover the Council's costs in rectifying any defects in the plot caused by the Tenant's failure to comply with the terms of this agreement.

Signed _____ (on behalf of Council) Signed: _____ (Tenant)

Date: _____ Date: _____