

STONEY MIDDLETON PARISH COUNCIL

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

THIS AGREEMENT made the first day of April 20xx and BETWEEN STONEY MIDDLETON PARISH COUNCIL (hereinafter called 'the Council') by the hand of Xxxxx Xxxxxx its Clerk and duly authorised Agent of the one part and xxx (hereinafter called 'the Tenant') of the other part.

WHEREBY

1. The Council agrees to let and the Tenant agrees to take for a term of one year from the first day of April 20xx the allotment garden number(s) x on the Council's allotment site on A623 in Stoney Middleton at a yearly rent of £xx.xx payable yearly in advance and without deduction and subject to the provisos and conditions hereinafter contained.
2. The Council will provide the following:
 - a) An Allotment Manager to liaise with Tenants on behalf of the Council on matters of concern and also allocate plots if and when they become available in accordance with the waiting list and residency criteria.
 - b) A water supply to the allotment gardens (turned off during Winter months).
 - c) Regular grass cutting of the main pathways on the site all the way to the top boundary.
 - d) A skip, once per year (usually late Spring) to help to keep the site free from rubbish. Tenants will be given prior notification of the date arranged for the skip.
 - e) Maintenance of boundary walls.
3. The Tenant agrees with the Council as follows:
 - a) To pay the rent due on the first day of April each year and to pay all outgoing that arise as a result of use of the plot or any part thereof.
 - b) To observe all the rules and regulations relating to the allotment plots that have been, or may at any time hereinafter be, made by the Council and of which the plot holders shall have been notified.
 - c) Not to use the allotment for the purpose of any trade or business, and the Tenant must use it, and permit it to be used, for allotment purposes only.
 - d) Not to keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade.
 - e) To sign and abide by the "Agreement and Conditions for Poultry on Allotment Sites" as produced by the Council if livestock or poultry are to be kept as in (d) above.
 - f) Not to assign, underlet or part with possession of the plot or any part thereof.
 - g) To maintain the plot at all times within its prescribed boundaries and not to extend the area of the plot beyond those boundaries.
 - h) To keep the entire plot clean and properly cultivated ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease.
 - i) To keep the edges of the plot in good condition and properly edged to assist with site safety and reduce the risk of falling or slipping.
 - j) To keep the common pathways (excluding access roads) adjacent to the plot in good condition, free of holes and other hazards and to ensure that the standard path width of not less than 450mm (18 inches) and not more than 750mm (30 inches) is maintained.
 - k) Not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotments.
 - l) Not to plant any trees with the exception of growing fruit by Espalier or fan methods.
 - m) Not to plant any plant nor allow any plant to develop such that it overhangs, or obstructs the adjacent plots and

adjacent common pathways.

- n) To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and also to ensure that tools and other equipment are used carefully and with due regard to the safety of others.
- o) Not to erect any building or structure on the plot without the previous written consent of the Council other than a tool storage box or storage seat in which to keep equipment.
- p) Not to damage, by his or her acts or omissions, nor allow others so to damage any fences, gates, signs, water tanks, taps or other fixtures and equipment set on and around the site being the property of the Council and in the case of fences and gates also those which are the property of neighbours to the site.
- q) Not to deposit nor allow others to deposit upon neither the plot nor any part of the site any earth, road sweepings, refuse or other materials, excepting only manure in quantities such as may reasonably be required for immediate use in cultivation.
- r) Not to allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.
- s) Not to allow dogs onto the site unless supervised and controlled by the plot holder, and to clear away from the site all dog faeces that may arise.
- t) Not to light any bonfire nor cause, nor allow to be caused, any smoke nuisance as defined by the Environmental Protection Act 1990 (Section 80). The plot holder shall note that he/she may be personally liable to enforcement action under the terms of this Act if they disregard this rule
- u) To clear away from the plot, and the site, all rubbish and other waste generated by the plot holder and not to leave such waste matter on the plot or any part of the site.
- v) Not to use sprinkler attachments (or similar) for watering plots. Wherever possible to use watering cans (or similar) when watering. Not to leave hoses unattended when in use nor to leave hoses attached to water taps when not in use.

4. The plot holder acknowledges:

- a) The right of the Allotment Manager to ensure that the rules set out in this Agreement are observed and to report to the Manager any breaches of the rules by any plot holder.
- b) That economy in the use of water is essential.
- c) That the Council accepts no responsibility for the loss of or damage to tools or personal equipment however caused, nor does the Council accept any responsibility for any injury caused by such items howsoever caused.

5. The tenancy hereby created shall continue until determined in any one of the following manners:

- a) By either party giving to the other 12 calendar months previous notice in writing expiring on or before the sixth day of April or on or after the 29th day of September in any year.
- b) By re-entry by the Council at any time:
 - (i) If rent, or any part thereof, is in arrears for not less than 40 days whether legally demanded or not.
 - (ii) If it appears to the Council that there has been any breach of the Conditions and Agreements on the part of the Plot holder herein contained and provided that if such breach of the Conditions or rules affecting the cultivation of the plot at least three months have elapsed since the commencement of the tenancy.

6. Unless the Tenant contacts the Clerk in writing to query or object to a condition in the tenancy agreement, it will be assumed by the Council that the Tenant is in agreement with the contract for the year in question upon payment of the annual rent.

Where this is the case, there is no need to return a signed copy of the agreement to the Clerk with the required payment.