STONEY STANTON PARISH COUNCIL

**AGREEMENT FOR LETTING AN ALLOTMENT GARDEN PLOT**

An agreement made between Stoney Stanton Parish Council (hereinafter called the Council) of the one part and \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the tenant) of the other part.

The Council agree to let and the tenant agrees to take on a yearly tenancy from the 1st day of January annually. The allotment gardens numbered \_\_\_ in the register of allotment gardens kept by the Council at the yearly rent to be set by the Parish Council payable yearly in advance.

This tenancy must be signed and a copy either in paper or scanned form to be sent to the council for their records (please request a paper copy if required).

**A THE TENANT AGREES WITH THE COUNCIL AS FOLLOWS:-**

1. To pay the rent due in advance of the first day of January each year and to pay all outgoings that arise as a result of the use of the plot or any part thereof.
2. To observe all rules and regulations relating to allotment gardens that have been or may at any time hereinafter be made by the Council and of which the plot holders shall have been notified.
3. To permit any member, officer or agent of the Council at any time to enter upon and inspect the plot, it is usually for an inspection.
4. To live within the Parish of Stoney Stanton unless agreed by Council.
5. Not to assign, underlet or part with possession of the plot or any part thereof, and to ensure that the plot is cultivated only by the plot holder or any other person for whom the Council’s prior permission has been sought and granted.
6. To maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries by either his or her acts or omissions, and to use the allotment garden as an allotment garden and for no other use.
7. 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.
8. Proper cultivation and use shall be that the tenant have at least ¼ of the plot under cultivation of crops after 3 months and at least ¾ of the plot under cultivation after 12 months and thereafter – if the tenant fails to adhere then notice shall be given in accordance with this agreement.
9. To keep the edges to the plot where they meet other plots and common pathways in good condition and properly edged; to reduce the risk of falling or slipping leading to injury.
10. To keep the common pathways adjacent to the plot in good condition, free from holes and other hazards.
11. Not to plant any fruit trees or fruit bushes or any crops that require more than 12 months to mature without prior written consent of the Council.
12. Not to plant anything that will develop in such a way that it overhangs, or obstructs the adjacent plots and adjacent common pathways.
13. When using pegs, stakes or similar items to ensure that they are set in such ways that they do not overhang or obstruct adjacent plots.
14. No livestock or animals shall be kept on the Allotment Gardens.
15. 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 and with a duty of care to the safety of others.
16. Not to cause or permit any nuisance or annoyance to the occupier of any other plot and to be a good neighbour.
17. To ensure that tools and other personal equipment are kept safe and secure, when not in use, and the plot holder acknowledges that the Council accepts no responsibility, for the loss of or damage to such items however caused, nor does the Council accept any responsibility for any injury caused by such items.
18. Not to erect any building or structure on the plot without the previous written consent of the Council.
19. Not to damage, by his or her acts or omissions, nor to allow others so to damage any fences, gates, signs, water taps or other fixtures of the Council and of fences and gates which are the property of neighbouring sites.
20. Not to deposit nor allow to deposit upon the plot nor any part of the site any spoil, road sweepings, refuse or other materials, excepting only manure in quantities such as may be required for immediate use in cultivation.
21. Not to allow children under the age of 16 on to the site unless accompanied and supervised by the plot holder, or other responsible adult.
22. Not to allow dogs on to the site unless supervised and controlled by the plot holder, and to clear away from the site all dog faeces that may arise.
23. 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.
24. Bonfires may be lit no more than 2 hours before sunset and should be supervised at all times, to be extinguish fully with soil or water. Tenants are only allowed to burn organic materials and only light when the wind is blowing away from neighbouring properties.
25. To use watering cans whenever possible for watering and to report any malfunction/water leakage from taps or pipes.
26. The use of sprinklers and irrigation systems are prohibited.
27. That in any case of dispute between the tenant, and any other occupier of an allotment garden shall be referred to the Council whose decision shall be final.
28. The tenant shall inform the Council forthwith of any change of address or change of circumstances affecting this agreement.
29. The tenant shall observe and perform any special condition which the Council shall consider necessary to preserve the allotment gardens from deterioration and of which notice shall be given to the tenant in accordance with this agreement
30. That the tenant shall receive the entry key to the Nock Verges pedestrian entrance on agreement to the tenancy. On termination of the tenancy the key shall be returned to the Council.
31. The Holt Close has a key safe to allow access and the entrance shall only be used for the delivery and collection of materials, gardening equipment or manure. The tenant shall not leave vehicles in Holt Close for any other purpose than to deliver or collect materials, gardening equipment or manure. On completion of this purpose, the vehicle shall be removed to Nock Verges and the pedestrian access used.
32. That the tenant shall not allow any vehicle to be parked on site, unless for the delivery of, or removal of, manure and gardening equipment. Nor shall the tenant allow any other person to park on site, unless for the delivery of, or removal of, manure and gardening equipment.
33. Tenants MUST have and are responsible for their own insurance on site. They can if they, wish take out the membership with the allotment society to cover the site, as a whole but tenants are free to choose their own insurers should they wish.

**A Erection of Sheds/Greenhouses/poly tunnel**

1. To be permitted by application to the clerk for tenants to erect a shed/greenhouse/poly tunnel within the plot of their tenancy in an agreed location.
2. The Council shall not be liable in any way for the shed/greenhouse/poly tunnel or its contents, liability remains entirely with the tenant.
3. Only one shed/greenhouse/poly tunnel per tenancy might be permitted unless permission is granted from the Parish Council.
4. Construction should be such that the structure is impermanent and can be easily removed. Greenhouses must be of plastic or polycarbonate construction of known manufacture. No glass whatsoever may be permitted for greenhouse construction.
5. Sheds/greenhouses shall not be used to store dangerous equipment, flammable or toxic substances except permitted horticultural chemicals.
6. Sheds/greenhouses/poly tunnels shall not be used for storage of items other than those related to cultivation of the allotment.
7. Overnight accommodation will not be permitted in the shed/greenhouse/poly tunnel.
8. No structure shall have a footprint larger than 2.5 x 2.0m or be higher than 2.5m peak unless permission is granted from the Parish Council.
9. The shed shall be of pre-approved conventional sectional construction, maintained to a sufficient standard. Any shed which falls below an acceptable standard (in the judgement of the council) must be removed by the tenant.
10. Sheds to be elevated at least 12.5cm from ground surface to allow airflow and discourage vermin.
11. On termination of tenancy, a shed/greenhouse/poly tunnel must be removed if instructed, or ownership may (at the discretion of the council) be relinquished for the shed to remain in situ for the use of a subsequent tenant, who shall accept continuation of responsibility for the shed.

**B TERMINATION OF TENANCY**

1. The tenancy shall terminate on the death of a tenant.
2. The tenancy shall terminate if failure to pay rent within 40 days of renewal or new tenancy.
3. The tenancy shall terminate if the tenant is not duly observing the conditions of this agreement.
4. By either party giving to the other notice in writing.
5. It is at the Council's discretion if they wish to offer the plot in question to a deceased tenant's family member in the first instance before reverting to the waiting list.
6. By re-entry by the Council at any time after giving three months notice in writing to the tenant on account of the allotment gardens being required
7. for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
8. for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
9. If the tenant shall become bankrupt or compound with his/her creditors.
10. If the tenant is violent towards another tenant and the police are involved.

**C NOTICE TO QUIT**

Any failure to adhere to this agreement will, in the first instance mean the tenant will be contacted by the Clerk to the Parish Council to discuss the issue in hand and to offer help if help is appropriate, alternatively a 28 day period for the tenant to bring the plot to standard will be given.

Should failure to communicate or react to the 28 day warning then a letter with vacation form will be issued to the tenant, if no response is received after a further 28 days a termination of tenancy letter is sent.

All letters will be signed by the Clerk to the Council and served on the tenant either personally or by leaving it at his/her last known address or by letter sent by recorded delivery service.

Any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid letter to the Clerk of the Council.



 Signed on behalf of the Council

Signed ………………………………………………Tenant

Date………………………………………