

# Horrabridge Parish Council Allotment Tenancy Agreement

**THIS AGREEMENT was made on .....between Horrabridge Parish Council**

**(the Council) and .....of .....  
(hereinafter called the tenant)**

**It is now agreed:**

**The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the first day of April..... 20....., the allotment plot numbered .....on the Council's allotment site in Walkhampton Road/Knowle Terrace, Horrabridge, until 31<sup>st</sup> March .....**

**Full Plot £48.00 / Half Plot £24.00 *delete as necessary.***

The tenancy is subject to the Allotment rules made from time to time by the Council and in particular to the following conditions: -

1. To pay the rent hereby reserved on the first day of April in every year during the continuance of this tenancy without any deductions whatsoever.
2. The tenant to reside within Horrabridge Parish. The Council must be informed if the tenant moves out of the area.
3. To use the allotment garden as an allotment garden and for no other purpose without prior consent in writing to the Council.
4. To keep the allotment garden clean free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any path included therein or abutting thereon reasonably free from weeds.
5. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.
6. Not to underlet assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing to the Council.
7. Not without the prior consent in the of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral gravel, sand, earth or clay.
8. Not without the prior consent in writing of the Council to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials) specified therein) submitted to the Council by the Tenant. Specification with consent from the Council would be to erect a store/shed to a maximum floor area of 1.2m x 1.2m and must be kept in a reasonable state of repair. Failure to do so will result in a notice of writing from the Council to remove it. The shed/store will remain the responsibility of the tenant and that adequate insurance is purchased
9. Not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens.
10. Not without the previous consent in writing of the Council to plant any frees or fruit bushes or any crops with require more than twelve months to mature.

11. Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as maybe reasonably be required for use in cultivation) or place any matter in hedges ditches or dykes situate in the said allotment site or any adjoining land.
12. The allotment garden is not to be used for storage of spare wood, plastic, or rubber materials.
13. Not to sell the produce of the allotment garden
14. To ensure that any dog brought into the said allotment site is securely held on a lead at all times.
15. The Tenant shall not remove crops, produce, implements or other equipment from another tenant's plot without their express permission.
16. Not to keep any animals or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by the by the Allotment Act 1950, s 12 (1) Tenants must have written permission from the Council to keep poultry, adhere to the council's Poultry Policy (separate document) and sign the form of agreement to abide by the conditions.
17. Bees are not permitted to be kept on the allotment gardens.
18. When using sprays or fertilisers:
  - To take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary and
  - To comply at all times with current regulations
  - Only shop bought chemical sprays/fertilisers are allowed.
19. Not to erect any notice or advertisement on the allotment garden.
20. No to park any motor vehicle on any part of the allotment site.
21. To notify forthwith the Council of any change of address of the Tenant.
22. To yield up the allotment garden at he determination of the tenancy hereby created in such condition as shall be compliance with the agreements herein contained.
23. To permit any officer or other agent or representative of the Council to enter the allotment garden and inspect the condition thereof and any building erected or being erected thereon.
24. Allotment holders should ensure that they are adequately insured, the Council are not liable for any claims arising.
25. Bonfires are not permitted in the allotment gardens.
26. Water supply to the allotment garden will be paid by the Council. Tenants are encouraged to collect rainwater from sheds and other rainwater harvesting sources.
27. To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
28. At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment site. The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Gardens.
29. The Tenancy maybe terminated by the Council by service of one month's written notice on the tenant if
  - The rent is in arrears of 30 days or more
  - Three months after the commencement of the tenancy the tenant has not observed the rules referred above.
  - The tenant moved out of the Horrabridge Parish.

The tenancy may be terminated by the tenant by serving the Council not less than two months' written notice to quit.

Upon termination of the tenancy, the tenant shall remove all rubbish, equipment, sheds, greenhouses, or any other structures erected on the allotment plot, unless prior arrangement have been made with the council to leave such items for incoming tenants. Any such arrangements will be subject to an inspection and approval by the Council. Failure to remove items as required may result in a charge of £100.

Signed for on behalf of Horrabridge Parish Council	Signed by the Tenant
Name:	Name:
Date:	Date: