

# Aylburton Parish Council Allotment Tenancy Terms

## SECTION A

The Tenant agrees with the Council as follows:

1. To pay the rent due within 30 days of receiving the invoice each year and to pay all outgoing costs that arise as a result of the use of the plot or any part thereof as provided for in this Agreement.
2. To observe all rules and regulations relating to allotment gardens that have been or may at any time be made by the Council and of which the plot holders shall have been notified in accordance with Section C of this Agreement.
3. To permit any member, officer or agent of the Council at any time to enter upon and inspect the plot.
4. 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. Allotment gardens may only be held by residents of the Parish of Aylburton unless otherwise agreed. No Tenant may have the right to hold more than one plot without the written consent of the Council; if so permitted the Council may give 12 months' notice to leave the additional plots.
5. 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.
6. 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.
7. To keep the edges of the plot where they abut other plots and common pathways in good condition and properly edged to reduce the risk of falling or slipping leading to injury.
8. To keep the common pathways adjacent to the plot in good condition free from holes and other hazards and to ensure that the standard path width of not less than 60 centimetres and not more than 75 centimetres is maintained.
9. To ensure that the access road is kept free of obstruction and hazards at all times.
10. Not to plant any fruit trees or fruit bushes or any crops that require more than twelve months to mature without prior written consent of the Council.
11. Not to plant any plant nor allow any plant to develop such that it overhangs or obstructs the adjacent plots or obstructs adjacent common pathways.
12. When using pegs, stakes or similar items to set them in such places and in such ways that they do not overhang or obstruct adjacent plots or common pathways.
13. Not to allow livestock to be kept on the allotment gardens without the parish council's knowledge and agreement.
14. 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.
15. Not to cause or permit any nuisance or annoyance to the occupier of any other plot and to be a good neighbour. Such nuisances to include, but not exclusively, the use of petrol engine driven chainsaws.
16. To ensure that tools and other personal equipment are kept safe and secure when not in use and the Tenant acknowledges that the Council accepts no responsibility for the loss of or damage to such items howsoever caused nor does the Council accept any responsibility for any injury howsoever caused.

17. Not to erect any building or structure on the plot without the prior written consent of the Council. Consent may be given to place up to two temporary structures such as a small tool boxes, cold frames etc., and which in any case shall not exceed 2m x 2.5m in the base and shall be no more than 1.95m high.
18. Not to damage, by the Tenant's acts or omissions, nor to allow others to damage, any fences, gates, signs, water troughs, taps or other fixtures of the Council and of such structures that are the property of neighbouring sites.
19. Not to deposit nor allow to be deposited upon the plot nor any part of the site any spoil, roadsweepings, refuse or other materials, excepting only manure and/or compost in quantities such as may be required for immediate use in cultivation.
20. Not to allow children under the age of 16 on to the site unless accompanied and supervised by the plot holder.
21. Not to allow dogs onto the site unless kept on a lead, and to clear away from the site all dog faeces that may arise.
22. 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.
23. Bonfires may be lit but only at least two hours before sunset and should be supervised at all times.
24. To use watering cans wherever possible for watering and to report any malfunction/water leakage with any troughs where fitted.
25. That 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.
26. The Tenant shall inform the Council forthwith of any change of address.
27. Only Tenants' motor vehicles may be parked adjacent to the site for use whilst working on their allotment gardens. No overnight parking is allowed.
28. The Tenant shall observe and perform all special conditions 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 Section C of this Agreement.

## **SECTION B**

This Agreement shall terminate:

1. On the death of the Tenant.
2. On the termination of the tenancy of the Council
3. By either party giving to the other twelve months' notice in writing, expiring on or before the first day of April.
4. On account of the allotment garden being required (i) for any purpose (except agriculture) for which it has been appropriated under any statutory provision or (ii) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes. The Council must give three months' notice of such termination.
5. If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or if it appears to the Council that there has been a breach of the conditions contained in the Agreement on the part of the Tenant provided that if such a breach be of the conditions or rules affecting the cultivation of the allotment gardens then at least three months must have elapsed since the commencement of the Tenancy. The Council must give three months' notice of such termination.

## **SECTION C**

Any notice required to be given by the Council to the Tenant shall be signed by the Clerk to the Council and may be served on the Tenant either personally or by leaving it at the Tenant's last known place of abode as described in the allotment gardens register or by special delivery service addressed to the Tenant there or by affixing the same in a conspicuous manner on the allotment plot. Any notice required by the Tenant to the Council shall be deemed to be sufficiently given if signed by the Tenant and sent in a pre-paid letter to the Clerk of the Council.