

## ALLOTMENT TENANCY AGREEMENT

This agreement is between Hail Weston Parish Council ('the Council') and the Tenant ('the Tenant' / 'you') whereby the Council agrees to let Allotment number(s) ..... to the undersigned Tenant who agrees to take on a tenancy for the year 1<sup>st</sup> October 2008 to 30<sup>th</sup> September 2009 at the annual rental of .....(payable annually in advance), and pro rata for any part of a year over which the tenancy may extend.

Details of the Parish Health and Safety and Allotment Policies which outline the responsibilities of both the Council and the Tenant and can be viewed on the website <http://www.hailweston.org.uk/> or by contacting the Parish Clerk or a Parish Councillor.

***The Tenancy is subject to the Allotment Acts 1908 to 1952 and to the Council Allotment and Health and Safety Policies. The conditions outlined below are the responsibilities of the Tenant:***

### **General rental and tenancy conditions:**

1. The rent shall be paid on 1<sup>st</sup> October each year or pro rata for the remaining months of the year before the full rent becomes due. Rent is inclusive of water charges
2. You will not sublet or share any part of your allotment without the written consent of The Council
3. In the unfortunate event of the death of a Tenant the tenancy will terminate whenever the tenancy or right of occupation of the Tenant terminates
4. You may not carry on any trade or business from the allotment site and not advertise or erect notices on your allotment
5. The Council have the right to refuse admittance to the allotment site of any person other than you or a member of your family if they are not accompanied by you or a member of your family
6. Any officer of the Council shall be entitled at any time to enter and inspect the allotment site
7. To become, or remain, a tenant you will live in the Parish of Hail Weston. In the event of a Tenant moving to another Parish, their Tenancy will terminate at the end of the current tenancy year
8. You will not remove or sell from the allotment site any mineral, gravel, sand or clay without permission from the Council
9. The tenancy may also be terminated, with 2 months written notice, by the Council if:
  - (i) If the rent is in arrears for more than 40 days *OR*
  - (ii) If the Tenant is not duly observing the conditions of this tenancy agreement
10. You must inform the Council immediately of any change of address
11. You must practice sensible water conservation. Hoses or other watering devices connected to the metered supply on site should not be left running unattended at any time
12. No permanent structures such as sheds will be constructed on the allotment
13. Only materials compatible with horticultural use must be brought onto the plot and may have to be removed when a tenancy ends
14. Ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items however caused
15. No livestock, other than that permitted under Statute, to be kept

### **Health and Safety:**

**It is your responsibility to take care of your own health & safety whilst you are on the allotment site. It is also your responsibility to consider the safety of others who may be affected by your actions.**

16. You must not cause hazardous conditions by your acts or omissions.
17. You must not misuse or abuse anything provided in the interest of health and safety.
18. You must co-operate with the Parish Council in fulfilling their statutory duties.
19. You must comply with any requests made by the Parish Council which they feel will improve safety on the allotment site.
20. No dangerous substances shall be stored at the allotment site and, when on site and in use, will be your sole responsibility
21. Ensure that tools and other equipment are not left unattended on shared pathways or other communal areas and are not left in a way that might cause accident or injury. The Council will not accept any responsibility for any injury caused by such items however caused
22. Ensure that tools and other equipment are used carefully and with due regard to the safety of others
23. You should carryout regular visual inspections of your allotment to check for any hazardous conditions. Pay particular attention to any slip, trip or fall hazards. Any hazards found should be rectified by the allotment holder

**On your Allotment you will:**

- 24. If taking on a new allotment, have at least ¼ of the plot under cultivation after 3 months and at least ¾ of the plot under cultivation after 12 months and thereafter
- 25. Use the plot as an allotment and / or leisure garden only (that is to say wholly or mainly for the production of vegetable, fruit or flower crops for the consumption or enjoyment of you and your family) and for no other purpose
- 26. Not plant any trees other than dwarf fruiting trees (maximum height at maturity: 10ft). Trees other than these will have to be removed at the expense of the Tenant
- 27. Not grow plants or trees that are invasive to paths or other allotments
- 28. Preserve all existing grassed paths and perimeter space and not cause an obstruction in any of these areas. Pathways should be at least 2ft wide, 1ft either side of the designated markers
- 29. Keep the grass on the pathways around your allotment tidy
- 30. Keep your allotment clean, free from rubbish, weeds and in a good state of cultivation and fertility
- 31. Observe that the maximum area for hard landscaping, eg, patio, internal paths is 20%
- 32. Not install any pond or similar water feature
- 33. Not use any barbed or razor wire
- 34. Keep all of your temporary structures such as cold frames and compost bins in good repair and in a tidy condition
- 35. Not allow any unsightly materials to accumulate on your plot or the allotment site

**Being neighbourly**

- 36. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment
- 37. The Tenant shall conduct him/herself in an orderly manner at all times whilst on the site
- 38. Tenants must endeavour to resolve any disputes between themselves and, in the event of the Council becoming involved, the decision of The Council will be final
- 39. Any dog brought onto the allotment site must be kept on a leash at all times

**Disposal of waste and rubbish**

- 40. Bonfires for the disposal of garden rubbish are only permitted when they will cause no nuisance to other Tenants or endanger the surrounding crops and should never be left unattended
- 41. Non compostable waste must be removed by the tenant
- 42. You will not, or allow other people to, deposit any refuse or any decaying matter( except manure and compost in such quantities as may reasonably be required for use in cultivation) on the allotment or in the hedges, ditches or dykes in or surrounding the allotments site

**SIGNED ON BEHALF OF THE COUNCIL:**

Print name..... Signature..... Date.....

**SIGNED BY THE TENANT:**

Print name..... Signature..... Date.....