



STANTON PARISH COUNCIL

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ALLOTMENT TENANCY AGREEMENT

This agreement is made on the **dd mmm yyyy** between

- (1) **Stanton Parish Council**, and
- (2) **name** of **address**, **Stanton (The Tenant)**

By which it is agreed as follows

1. Allotment

- 1.1. The Council agrees to let and the Tenant agrees to take all the piece of land situated at Glassfield Road, Stanton numbered(allotment site) on the allotment plan.

2. Tenancy and Rent

- 2.1. The Council shall let the allotment to the tenant from **dd mmm yyyy** until 31 December **yyyy**. Thereafter the allotment garden shall be held on a yearly tenancy from 1 January. The annual rent is set by the Council as is payable to the Council by the tenant on the 31 January each year (the rent day). Rent for the first year (if not a full year) will be apportioned accordingly.
- 2.2. 12 months' notice of any rent increase will be given by the Council to the tenant by 31 December each year.

3. Cultivation and Use

- 3.1. The tenant shall use the plot as an allotment and leisure garden only as defined in the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit, flower crops for consumption or enjoyment by the tenant and his/her family) and for no other purpose and to keep it clean and free from hazards, e.g. broken glass or scrap metal etc. and free from weeds and noxious plants and in a good state of cultivation fertility and in good condition.
- 3.2. The tenant may not carry on any trade or business from the allotment site.
- 3.3. The tenant shall have at least a quarter of the plot under cultivation of crops after 3 months and at least three quarters of the plot under cultivation after 12 months and thereafter.
- 3.4. The maximum area for hard landscaping e.g. patio, internal paths etc. is 20%.

4. Prohibition of Under letting

- 4.1. The tenant shall not underlet, assign or part with possession of the allotment garden or any part thereof without written consent of the Council. (This shall not prohibit another person, authorised by the plot holder, from cultivation of the plot for short periods of time when the tenant is incapacitated by illness or is on holiday. The Parish Clerk is to be informed of the name of the person.)

5. Conduct

The tenant must comply with the following conditions:

- 5.1. The tenant must not cause, permit or suffer any nuisance or annoyance to other plot holders and must conduct themselves appropriately at all times.
- 5.2. Livestock or poultry cannot be kept on the allotment.
- 5.3. Dogs brought to the site must be kept under close control on a lead. They must not be allowed to enter other Tenant's plots and any fouling must be removed from the site.
- 5.4. Except for a shed, fruit cage, poly tunnel or a greenhouse, any further structures cannot be erected without first obtaining the Council's written consent. Any structure in existence at the date of this agreement will be allowed to be retained.
- 5.5. Tenants must park their vehicles at their allotment and not block compost or bonfire areas.
- 5.6. Tenants must not add any additional fencing on the allotment without first obtaining the Council's written consent.
- 5.7. The tenant must maintain and keep in good repair any fences and gates forming part of the allotment. The whole site boundary fence will be maintained by the Council who should be advised of any damage to the whole site boundary fence.
- 5.8. The tenant must trim and keep in decent order, all hedgerows forming any part of the boundary of the tenant's allotment.
- 5.9. The tenant is not to plant any tree, shrub, hedge or bush without first obtaining the Council's written permission: small well pruned soft fruit bushes shall be exempt provided they are planted so they do not affect neighbouring tenants.
- 5.10. Tenants must not cut, lop or fell any tree growing on the allotment without first obtaining the Council's written consent and, if appropriate, planning permission: reasonable pruning of fruit trees will not require consent.
- 5.11. Tenants must take reasonable precautions to ensure that any person in the allotment with or without the Tenant's permission does not suffer personal injury or damage to his property. Invited visitors and family must not trespass on other allotments. Tenants should consider the need for insurance to cover their liabilities for accidents and damage.

- 5.12. Tenants must not bring, nor permit to be kept on site any hazardous materials, such as asbestos, controlled substances or chemicals and to inform the Council immediately if such materials are suspected to be onsite.
- 5.13. Tenants must not obstruct any of the paths which provide means of access to and from the allotments.
- 5.14. The tenant is to ensure that ONLY allotment material is burned on site. Any other materials are STRICTLY FORBIDDEN.
- 5.15. The tenant shall observe additional rules that the Council may make or revise from time to time to the allotments.

6. Inspections

- 6.1. Inspections of the allotments are generally carried out every 3 months. Tenants are to permit inspection of allotments at reasonable times. Inspections may be carried out more frequently if considered necessary.
- 6.2. If, on inspection, a tenant appears to not be abiding by the above rules of conduct, the Council will issue a letter stating their concerns and setting out their expectations to remedy the situation. Tenants will be given a reasonable opportunity to resolve the situation, and any mitigating circumstances will be taken into account. If the situation is not resolved after 3 inspections, the tenancy agreement may be terminated by the Council giving 1 months' notice (see below).

7. Termination of Tenancy

- 7.1. The tenancy may be terminated by the Council serving on the Tenant not less than twelve months written notice to quit.
- 7.2. The tenancy may be terminated by the Council at shorter notice by service of seven day's 1 month's written notice on the tenant if:
 - The rent is in arrears for 40 days or;
 - Three months after the commencement of the tenancy, the tenant has failed to observe the rules referred to above.
- 7.3. The tenancy may be terminated by the tenant serving on the council not less than two months written notice to quit.
- 7.4. The tenant must not pass to any other tenant or person their allotment without the written permission of the Council.
- 7.5. On the termination of the tenancy, the tenant shall be liable for all costs of removing any shed, greenhouse or other building/structure and any other materials remaining at the allotment, unless the Council agrees (after inspection) that the structures are in sound condition and suitable for use by a new tenant. The Council will not enter into any negotiations between the retiring and the new tenant over the value of assets on the allotment.

7.6. In the event of the termination of the tenancy, the tenant shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the previous tenant (Allotments Act 1950 z.4)

8. Change of Address

8.1. The tenant must immediately inform the Council of any change of address.

9. Liability

9.1. No liability shall be accepted by the Council for any loss or damage howsoever caused in any circumstances to vehicles or property (including contents) or injury to persons in these allotments. All property is left entirely at the owner's risk.

Signed by the Tenant:		
Name	Signature	Date

Signed for and on behalf of Stanton Parish Council:		
Name	Signature	Date