



# STANTON PARISH COUNCIL

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**Chair – Jim Thorndyke**

**Vice Chair – Charlie Harvey-Evers**

## ALLOTMENT TENANCY AGREEMENT

This agreement made on the **dd mmm yyyy** between **Stanton Parish Council** and **name of address, Stanton**

### *By which it is agreed that*

1. The Council shall let to the Tenant the Allotment Garden situated at Glassfield Road, Stanton. The term 'Allotment Garden' refers to individual allotment plots of land contained within the site.
2. The Council shall let the Allotment Garden (**Plot n**) to the Tenant for 12 months commencing **1 February (month) 2024 (year)** and thereafter from year to year starting on **1 January 2025 (year)** unless determined otherwise in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £15.00 whether demanded or not which shall be payable in full on the and every year after the first year of the tenancy. This Annual rent is subject to Annual Review.
4. The essence of this agreement is to allow the quiet enjoyment of the Allotment Garden by all tenants. The tenant shall use the Allotment Garden ONLY for the cultivation of fruit, vegetables and flowers for use and consumption by the Tenant and the Tenants' family.
5. The Tenant shall not sell produce from the Allotment Garden site, or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers.
6. During the tenancy, the Tenant shall agree to:
  - a. Keep the Allotment Garden clean and in a good state of fertility and cultivation.
  - b. Not cause a nuisance or annoyance to fellow allotment holders or owners of land adjoining the Allotment Garden.
  - c. Not to keep livestock or poultry on the Allotment Garden.
  - d. 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.

- e. 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
- f. Tenants must park their vehicles at their allotment and not block compost or bonfire areas.
- g. Not to assign the Tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
- h. Not to add any additional fencing on the Allotment Garden without first obtaining the Council's written consent.
- i. Maintain and keep in good repair any fences and gates forming part of the Tenants Allotment Garden. The whole site boundary fence will be maintained by the Parish Council who should be advised of any damage to the whole site boundary fence.
- j. Trim and keep in decent order, all hedgerows forming any part of the boundary of the Tenant's Allotment Garden.
- k. 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.
- l. Not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission: reasonable pruning of fruit trees will not require consent.
- m. Take reasonable precautions to ensure that any person in the Allotment Garden with or without the Tenants 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.
- n. Permit an Inspection of the Allotment Garden at reasonable times by the Parish Council.
- o. 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 on site.
- p. Not to obstruct any of the paths which provide means of access to and from the Allotment Garden.
- q. The Tenant to ensure that ONLY allotment material is burned on site. Any other materials are STRICTLY FORBIDDEN

7. The Tenant shall observe additional rules that the Council may make or revise from time to time to the Allotment Garden.

8. The Council shall pay any dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

9. The tenancy may be terminated by the Council serving on the Tenant not less than twelve months written notice to quit.
  
10. The Tenancy may be terminated by the Council at shorter notice by service of seven day's written notice on the Tenant if:
  - a. The rent is in arrears for 40 days or:
  - b. Three months after the commencement of the Tenancy the Tenant has failed to observe the rules referred to above.
  
11. The Tenancy may be terminated by the Tenant by serving on the Council not less than two months written notice to quit.
  
12. The Tenant must not pass to any other Tenant or person their allotment without the written permission of the Council.
  
13. 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 Garden 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 Garden.
  
14. 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.

<b>Signed by the Tenant (Name)</b>	
<b>Clerk to the Parish Council (for and on behalf of Stanton Parish Council)</b>	