

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

THIS AGREEMENT made on _____ year of _____

between Thorpe on the Hill Parish Council, Parish Office, Oliver Roper Parish Meeting Room, Lincoln Lane, Thorpe on the Hill, Lincoln LN6 9BH

and

Tenant Name _____

Full home address of tenant _____

Postcode _____

Contact telephone number and email address

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at *insert full postal address* _____ and referenced as *insert plot number* _____ in the Council's Allotment register.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 5th April each year and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. Payment of rent £20pa should be promptly paid on demand each year.
4. The Parish Council reserves the right to increase the rent as it sees appropriate.
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/herself and his/her family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

7. The tenant shall reside within Thorpe on the Hill Parish during the tenancy. However, should there be vacant plots these can be let from residents outside the parish as determined by the Parish Council.
8. During the tenancy, the tenant **shall**:
 - a) Keep the Allotment Garden clean and in a good state of fertility and cultivation; (typically at least 50% should be cultivated)
 - b) Maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - c) Trim and keep in decent order all hedges forming part of the Allotment Garden;
 - d) Be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - e) Permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - f) Report any issues to the Council as the earliest opportunity.
9. During the tenancy, the tenant shall **not**:
 - a) Cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - b) Cause a nuisance or annoyance to other plot holders or go onto other people's plots without their permission;
 - c) Stay overnight on your allotment plot;
 - d) Bring or keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade; (Note that pets like dogs are exempt from this rule providing they are kept under control)
 - e) Assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) Erect a shed, greenhouse or other building or structure larger than 2m x 3m on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - g) Erect a fence taller than 1.5m on the Allotment Garden without first obtaining the Council's written consent;
 - h) Plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - i) Cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - j) Obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant [shaded brown for identification purposes only on the plan attached].

10. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
11. Contents left in sheds are solely the responsibility of the tenant. The Council will not accept liability or responsibility for items left in sheds or structures on site which are stolen or damaged.
12. You must avoid keeping chemicals or fuel in your shed as this could encourage arson.
13. Bonfires should be used sparingly, and we encourage tenants to compost rather than burn, or to dispose of materials by using a local reclamation site and the following rules apply
 - Bonfires must be fully extinguished before leaving the site
 - Only burn when suitable weather conditions permit to avoid causing a nuisance
 - Only burn organic matter and dry vegetable matter that has been produced on your own plot – do not bring waste from outside the site to burn
 - Do not burn material that has been given to you from other plots
 - Do not set fire to massive piles of materials. Start with a small stack and add further materials in stages
 - Plastics, rubber, carpet, roofing felt and other non-garden waste material must not be burnt
 - In the event of a reasonable complaint from another tenant or member of the public, regarding a nuisance being caused by the bonfire, the fire must be extinguished immediately

You cannot, under any circumstances burn the following:

 - Wet, damp or moist garden materials
 - Home waste and garden waste from home
 - Plastics/ rubber or any materials which will give off black or noxious fumes
 - Any inflammable substance such as petrol, diesel, paraffin or methylated spirits or similar in order to start the bonfire.
14. The Council will inspect the Allotment Garden during the main growing season (March – October), to check the plot and carry out any necessary enforcement action on tenants that are not abiding by the rules of their tenancy agreement.
15. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
16. The tenancy may be terminated by the Council by service of one month'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 not observed the rules referred to in this agreement
- 17. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
- 18. The Council reserve the right to ask you to remove unsuitable structures from the allotment site. Removal of such structures will be at the tenant's expense. If the Council is forced to remove a structure from the plot, you may still be liable for the full cost of this removal.
- 19. The termination of the tenancy by the Council in accordance with this agreement or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
- 20. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
- 21. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
- 22. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address or emailed. Any notice to be served by the tenant shall be addressed to the Parish Clerk.

Signed by

The tenant _____

and

Thorpe on the Hill Parish Council _____

signature of the Council's Proper Officer for and on behalf of the Council