

BOUGHTON MONCHELSEA PARISH COUNCIL

AGREEMENT FOR LETTING OF AN ALLOTMENT GARDEN PLOT

An agreement made on (date) .....

between Boughton Monchelsea Parish Council ("the Council") and  
(name)..... of  
(address).....  
..... (the "Tenant")

The Council agree to let and the Tenant agrees to take on a yearly tenancy from (date) .....,  
the allotment garden (hereinafter called "the plot") numbered .....at the HASTE HILL ROAD site  
at an annual rent of [ £30 per year for a full plot] [£17.50 per year for a half plot] [plus  
£...NIL.....water charge] payable yearly in advance.

A. THE TENANT AGREES WITH THE COUNCIL TO THE FOLLOWING CONDITIONS:

1. To pay the basic rent due and as additional rent the water charge shown or any additional charges as the Council may from time to time by notice to the Tenant specify, and/or proportionate rates for any part of the year over which the tenancy may extend without deduction otherwise than allowed by statute on the first day of October of each year.
2. To use the plot only as an allotment garden and not for any other purpose.
3. To permit any member, officer or agent of the Council at any time to enter and inspect the plot and any building or structure on the plot, providing a copy of any key necessary for this purpose to the Council.
4. Not to sub-let, share, assign or part with any part of the plot.
5. Not to damage or interfere, by his or her acts or omissions, nor to allow any others to do so, any fences, gates, signs, taps or other property of the Council or other plot holders on or neighbouring the site of which the allotment is part.
6. To ensure any access roads and all paths are kept free of obstructions and hazards at all times.
7. Not to erect any fencing on the plot, other than to protect crops, without prior consent from the Council. Consent will only be considered for safe permitted materials no higher than 1m. Maintaining the fence remains the responsibility of the Tenant and must be removed at the Councils request. Under no circumstances must barbed or razor wire be used.
8. Not to erect any notices or advertisements on the plot or around the site.
9. Not to bring or keep on to the plot any corrugated sheeting, ironwork, tins, drums, barrels or

other such items, excepting where a proper tank is being used as water storage.

10. Not to deposit, or allow deposit of, anywhere on the site refuse, spoil or other materials, excepting only manure or compost in such quantities as is reasonably required for cultivation.

11. To ensure tools and equipment are not left unattended in such a way as to cause harm or injury and when not in use are stored safe and secure. The Council accepts no responsibility for loss or damage to such items nor any resulting injury however caused.

12. Not to allow children under the age of 16 on to the site unless accompanied by an adult.

13. Not to allow dogs on to the site unleashed and to clear away from the plot any faeces which may arise.

14. To clear away from the site any non-compostable waste generated by the plot holder and to contain compostable waste in safe suitable containers for use in cultivation.

15. Not to erect any building or structure on the plot without the written consent of the Council. Consent will only be considered for safe, permitted materials no larger than 2m x 2m x 1.95m for one shed and the same for one greenhouse/cold frame per 125sq m of plot.

16. To maintain the plot in a proper state of cultivation, weed free and with the soil kept in a fertile condition.

17. To minimise pests and diseases and rodent infestation by organic methods. Where infestation becomes a threat to crops to use only chemicals approved by Department of Food and Rural Affairs and to inform the Council of such use. Utmost care must be taken to ensure such chemicals do not drift outside the plot and are stored in a secure location in the original packaging.

18. Not to plant any fruit trees or bushes which take more than 12 months to mature without written consent from the Council, nor allow any plant to overhang, overshadow or obstruct adjacent plots or paths nor grow to such a size so as to require professional pruning. Not to plant flowers on more than ¼ of the plot.

19. Not to bring nor keep livestock on the plot. Should vermin be attributed to your livestock you will be responsible for any control costs incurred.

20. Not to keep bees or hives on the plot without written consent from the Council and on production of accreditation from the British Beekeeping Association.

21. To conserve and use water wisely. Not to use hosepipes or water sprinklers. To comply with any restrictions which the Council or Utilities may impose.

22. To limit bonfires to after dusk or 6pm, whichever is earlier and 7am and not at all during the months of April to October and then only of a small size, preferably contained, attended constantly

and properly banked down when finished. Bonfires are only permitted within the confines of allotment plots and not on any communal areas of the site. No rubbish or materials of any kind are permitted to be brought to site for burning or disposal. Your rubbish from home should be burnt at home or disposed of via Midsone's household waste recycling centre.

23. Not to leave any hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.

24. Not cause any nuisance or annoyance to other users of the site, contractors or officers of the Council, nor allow any visitor to your plot to by noise, behaviour or action. To be a good neighbour at all times.

25. Where vehicular access is permitted not to leave any vehicle unattended unless working on the plot nor parked overnight.

26. The Tenant shall remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim.

27. To observe and fully comply with all enactments statutory instruments local parochial or other byelaws orders or regulations affecting the plot.

28. On determination of the Tenancy to clear the plot of all fixtures and fittings belonging to the Tenant unless agreed in writing with the Council not to do so or be liable for any costs incurred.

29. To inform the Council of any change of address and provide emergency contact details.

## B. DETERMINATION OF TENANCY

The tenancy shall determine in any one of the following ways:

1. On the death of the Tenant

2. By the Tenant giving one months' notice to quit in writing expiring at any time.

3. By the Council giving not less than twelve months' notice to quit expiring on or before 6 April or on or after 29 September in any year.

4 By re-entry by the Council at any time after giving 3 months' notice on account of the plot being required for any of the purposes set out in paragraph (b), (c), or (d) of sub-section 1 of section 1 of the Allotments Act 1922.

5 By re-entry by the Council at any time after giving 28 days' notice in writing to the Tenant:

5.1. If the rents or any part of them are in arrears for not less than 30 days whether legally demanded or not.

5.2 If it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant herein contained having given 3 months to rectify the breach and where conditions relating to the cultivation of the plot a minimum of 3 months has elapsed since the start of the Tenancy.

6. In the event of this agreement being determined under clause B2 and any of the provisions in clause B5 no part of the rent paid in advance will be refunded.

#### C. NOTICES

Any consent or notice required to be given by the Council to the Tenant may be validly given by an officer of the Council and may be served on the Tenant either in person or by posting to his or her last known address by first class post or by fixing the same to the allotment as recorded in this agreement in a conspicuous manner. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid envelope or handed to a person to an Officer of the Council.

Signed: ..... Tenant

Signed ..... On behalf of Boughton Monchelsea Parish Council

Date .....