



## FAIR OAK & HORTON HEATH PARISH COUNCIL

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THIS AGREEMENT made on **DATE** between Fair Oak and Horton Heath Parish Council ("the Council") and **NAME & ADDRESS OF TENANT** ("the tenant") by which it is agreed that:

1: The Council agrees to let and the Tenant agree to hire, as tenant from **INSERT DATE** the Allotment, the area being **Plot XX (Full plot/Half plot)** and part of the Allotments provided by the Council at **Knowle Park/Campbell Way** at the current rent of **£INSERT RENT** in the Council Allotment Register.

2: The Tenant shall pay a yearly rental on the commencement of the tenancy and thereafter on the 1<sup>st</sup> day of October in each year.

The rent shall be paid in advance before the 1 October at which point a new padlock code will be given for the new allotment year. Rent is reviewed annually. Non-payment by the deadline will result in the Parish Council terminating the Tenancy Agreement. In these circumstances, Tenants will be told to remove all their belongings from the plot within seven days.

3: The tenant shall reside within Fair Oak and Horton Heath Parish during the tenancy. Allotment holders are required to advise the Parish Office of any change of address, telephone and email address during the period of this Agreement.

4. The Tenancy is subject to the following terms and conditions: -

a) The Tenant must use the allotment as an allotment garden wholly for the production of vegetables or fruit for consumption by the Tenant, their family and friends. It is not to be used for any commercial purpose or keeping of livestock.

b) The Tenant shall keep their allotment plot clean, in a good state of fertility, cultivation, and reasonably free from weeds. At least 75% of the plot must be cultivated (the ground to be prepared, planted and growing harvesting crops/flowers) and the remainder cut down and free from weeds. The plot must appear maintained.

Tenants considered not to be working their plot will receive an initial letter advising them that improvement is necessary and giving a deadline for improvement of 4 weeks. If the Council deems that no significant improvement has been made in that period, a final warning letter will be issued giving a 14-day deadline, If there is no improvement after this date the tenancy will be terminated.

The tenant must inform the Council immediately of any extenuating circumstances preventing them from cultivating their allotment.

**New tenants** must start work on their plot within the first three months of their tenancy. The Parish Council reserve the right to terminate the tenancy if the plot remains unworked in the initial period and no refund will be given.

Inspection of the allotment plot will take place regularly at reasonable times by the Council's employees.

c) The Tenant must number their plot in accordance with the site plan but otherwise must not erect any notice or advertisement on the allotment plot.

d) The Parish Council is not responsible for damage of any plants or property that is not within the designated plot. This relates to the Grounds Team whilst strimming the paths etc.

e) It is not permitted to remove items from a vacant plot including sheds, greenhouses, plants etc unless prior consent from the Council has been obtained.

f) Tenants must not use their allotment as a place of residence and/or sleep overnight.

g) The Tenant shall not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment or other tenants.

h) Animals or livestock of any kind are not permitted upon the Allotment site. The Tenant must ensure that any dog brought into the said allotment site is securely held on a leash.

i) It is not permitted to assign the tenancy nor sub-let or part with the possession of any part of the Allotment plot;

k) The following specifications regarding the erection of sheds and greenhouses must be adhered to: -

#### **Knowle Park**

One shed per allotment site. This shed must meet the Council's specification attached at appendix 1. The shed must not exceed 6ft x 4ft. It must have an apex roof and be painted Forest green in colour.

One polycarbonate greenhouse is permitted not exceeding 6ft x 4ft in size. All sheds and polycarbonate green houses are to be approved prior to erecting. All structures must be kept in a good condition with no ornamentation and must be removed at the end of the tenancy unless prior consent from the Council has been obtained.

#### **Campbell Way**

No structures are permitted at the Campbell Way allotment site due to its residential setting. A small container to store equipment is permitted but must not exceed 3ft in height and 6 ft in length. This must be approved prior to installing. These structures must be kept in a good condition and no ornamentation is allowed

l) The Council accepts no responsibility whatsoever for equipment left on the site or in sheds. It is recommended that allotment holders do not leave valuable equipment at the site. The Tenant will be responsible for providing their own insurance to cover loss or damage to personal property, i.e shed or tools including personal accidents on their allotment plot.

m) The Tenant must not erect any fence or barbed wire on the allotment.

n) The Tenant must lock the allotment gates on entering and leaving the site. This will help to deter vandals/thieves. Allotment holders found not to be obeying this rule will be in breach of this agreement.

o) The Tenant may plant any type of fruit tree up to a maximum of 3 trees. These must not exceed 8ft in height. If at any point a tree, bush or vine causes a nuisance (like died, dying diseased or causing obstruction) or exceeds 8 ft, the Tenant will be asked to remove it, or the Council will remove it, with the cost being reclaimed from the Tenant.

p) The Tenant is responsible for ensuring that any person present in the allotment site with or without the tenant's permission does not suffer personal injury or damage to his property. The Council accepts no responsibility for injury to any Tenants (or their companions) while on the allotment site.

q) **Knowle Park** Tenants shall only park in the car parking bays provided. The Council accepts no responsibility whatsoever for damage to individuals or their vehicles using any part of the allotment site. Tenants are expected to park their car in a considerate manner. There is no car parking provided at the **Campbell Way** allotment site.

r) The use of a hose pipe attached to the standpipe is only permitted to fill your water butt or similar receptacle. Not water your plot directly from the standpipe either by hose or by an irrigation system.

s) Bonfires are strictly prohibited. Tenants are encouraged to put their allotment waste in a compost bin. All other waste is to be taken off site by the Tenant and not left on the allotment or anywhere else at the site.

t) Allotments are not to be used for the storage or repair of any vehicles or storage of any materials/items not relevant to allotment activity. The Parish Council reserves the right to remove such items without notice.

u) Sprays – when using any sprays or fertilizers, the Tenant must:

- Take all reasonable care to ensure that adjoining hedges, trees, paths and crops are not adversely affected, and must make good or replant as necessary should any damage occur;
- So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
- Comply at all times with current regulations and legislation.

5: The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring.

6: Should any of the clauses within the agreement be breached by the tenant, the Council will terminate the tenancy agreement forthwith.

7: The tenancy may be terminated by the tenant by serving on the Council not less than one months' written notice. The notice to quit must be addressed to the Clerk. Allotment holders who voluntarily vacate their plot will be expected to leave it in a clean and tidy condition and no refund will be given. The Council will invoice the plot holder for any work incurred to enable the plot to be re-let.

8: This tenancy shall terminate on the death of the Tenant. It cannot be passed on/inherited by the next of kin.

9: The Council reserves the right to decide on the overall management and maintenance of the site without prior consultation or agreement of the allotment holders.

10: The Council can impose additional rules or may revise the regulations and management of its allotment sites as it sees fit without prior consultation or agreement of the allotment holders.

I have read, understood and agree to abide by the above allotment terms and conditions. I understand that if I am in breach of any part of this agreement, my agreement will be terminated.

Signed by

.....  
The Tenant

.....  
Joint Tenant

and

..... For and on behalf of the Council

*Your personal data supplied on this Agreement will be retained in order to maintain our records and accounts. Your personal data will be treated as strictly confidential and will not be shared with any third party and will be destroyed immediately after giving up your plot.*