



WIX PARISH COUNCIL

AGREEMENT FOR LETTING AN ALLOTMENT GARDEN PLOT

An agreement made between Wix Parish Council (hereinafter called the Council) of the one part and (Hereinafter called the tenant) of the other part.

The Council agree to let and the tenant agrees to take on a yearly tenancy from the The allotment garden numbered No. (full plot).in the register of allotment gardens kept by the Council at the yearly rent of £30 payable yearly A £5 refundable deposit is also required for the allotment key.

A THE TENANT AGREES WITH THE COUNCIL AS FOLLOWS:-

1. To pay the rent due on the first day of September each year and to pay all outgoings that arise as a result of the use of the plot or any part thereof.
2. To observe all rules and regulations relating to allotment gardens that have been or may at any time hereinafter be made by the Council and of which the plot holders shall have been notified
3. To permit any member, officer or agent of the Council at any time to enter upon and inspect the plot.
4. Not to assign, underlet or part with possession of the plot or any part thereof, and to ensure that the plot is cultivated only by the plot holder or any other person for whom the Council's prior permission has been sought and granted.
5. To maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries by either his or her acts or omissions, and to use the allotment garden as an allotment garden and for no other use.
6. To keep the entire plot clean and properly cultivated ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease.
7. To keep the edges to the plot where they abut other plots and common pathways in good condition and properly edged; to reduce the risk of falling or slipping leading to injury.
8. To keep the common pathways adjacent to the plot in good condition, free from holes and other hazards and to ensure that the standard path wide of not less than 1 metre is maintained.

9. To ensure that the “access” road is kept free of obstruction and hazards at all times.
10. Not to plant any fruit trees or fruit bushes or any crops that require more than 12 months to mature without prior, written consent of the Council.
11. Not to plant any plant, nor allow any plant to develop such that it overhangs, or obstructs the adjacent plots and common pathways.
12. When using pegs, stakes or similar items to set them in such places and such ways that they do not overhang or obstruct adjacent plots.
13. No livestock shall be kept on the Allotment Gardens, without prior written consent of the Council. If granted the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfaction of the Council. The Tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to keeping of livestock.
14. To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and also to ensure that tools and other equipment are used carefully and with due regard to the safety of others.
15. No barbed wire or razor wire is to be brought on to the site.
16. Not to use or allow the use of any chemicals that do not conform with current Health and Safety regulations nor use a weed killer which has a long lasting effect on the soil.
17. Not to cause or permit any nuisance or annoyance to the occupier of any other plot and to be a good neighbour.
18. To ensure that tools and other personal equipment are kept safe and secure when not in use and the plot holder acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused nor does the Council accept any responsibility for any injury caused by such items however caused.
19. Not to erect any building or structure on the plot without the previous written consent of the Council
 - a. For information the maximum size of structure allowable (subject to the Council’s written consent) is 1.8m x 2.4m x 1.95m high to the eaves.
 - b. Consent to place up to two temporary structures such as small tool boxes, cold frames.

20. Not to damage, by his or her acts or omissions, nor to allow others so to damage any fences, gates, signs, water drainage or other fixtures of the Council, or fences and gates which are the property of neighbouring sites.
21. Not to deposit nor allow to deposit upon the plot nor any part of the site any spoil, road sweepings, refuse or other materials, excepting only manure in quantities such as may be required for immediate use in cultivation.
22. Not to allow children under the age of 16 on to the site unless accompanied and supervised by the plot holder, or other responsible adult.
23. Not to allow dogs on to the site unless the dog is held on a leash and is supervised and controlled by the plot holder, and to clear away from the site all dog faeces that may arise.
24. To clear away from the plot and the site all rubbish and other waste generated by the plot holder and not to leave such waste matter on the plot or any part of the site.
25. Bonfires may be only be lit at a time that is at least 2 hours before sunset and should be supervised at all times.
26. To use watering cans whenever possible for watering.
27. That in any case of dispute between the tenant, and any other occupier of an allotment garden shall be referred to the Council whose decision shall be final.
28. The tenant shall inform the Council forthwith of any change of address.
29. Only tenant's motor vehicles may be parked intelligently for use whilst working on their allotment gardens. No overnight parking is allowed, nor may any person sleep overnight on the site.
30. The tenant shall observe and perform any special condition which the Council shall consider necessary to preserve the allotment gardens from deterioration and of which notice shall be given to the tenant in accordance with clause 3 of this agreement.

B DETERMINATION OF TENANCY

This tenancy shall determine on the death of a tenant. The tenancy shall also determine on the day on which the tenancy or right of occupation of the council determines.

The tenancy may also be determined in any of the following manners:-

- By either party giving to the other twelve month's notice in writing.
- By re-entry by the Council at any time after giving three month's notice in writing to the tenant on account of the allotment gardens being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or (ii) for building, mining or any other

industrial purpose or for roads or sewers necessary in connection with any of these purposes.

- By re-entry by the Council at any time after giving nine months' previous notice in writing to the tenant:-
 - a If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
 - b If it appears to the council that there has been breach of the conditions and agreements on part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy or
 - c If the tenant shall become bankrupt or compound with his/her creditors.

C NOTICES

Any notice required to be given by the Council to the tenant may be signed by the Clerk to the Council for the time being and may be served on the tenant either personally or by leaving it at his/her last known place of abode or by registered letter sent by recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment comprised herein. 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 letter to the Clerk of the Council.

Signedon behalf of the Council

SignedTenant

Contact details

Name

Address

Email address

Contact number

All details will be held in accordance with Data Protection regulations.