

# **BRANDON & BYSHOTTLES PARISH COUNCIL**

## **ALLOTMENT AGREEMENT**

THIS AGREEMENT is made the ..... day of ..... BETWEEN the Brandon and Byshottles Parish Council (“the Council”) of the first part and  
of  
 (“the Tenant”) of the second part

NOW IT IS AGREED as follows:

### **1. Agreement to Let**

The Council agrees to let and the Tenant agrees to take the allotment garden(s) known as No.(s) provided by the Council (‘the Allotment’) on a yearly tenancy from the 1st day of February at the yearly rent of £..... ..per plot payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend.

### **2. Tenant’s agreements**

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below.

**2.1** The Tenant must pay the rent reserved on the 1st day of February.

**2.2a** The Tenant must use the Allotment as an allotment garden only and for no other purpose

**2.2b** Any new tenants will only be permitted to rent one plot, unless surplus plots have become available due to lack of demand and there is no waiting list. Tenants who held more than 2 plots prior to 1st April 2011 will be exempt from this rule.

**2.3** The Tenant must keep the Allotment clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition, and must keep any pathway or cart-track included in or abutting on the Allotment (or, in the case of any pathway or cart-track abutting on the Allotment and any other allotment garden or allotment gardens, the half-width of it) reasonably free from weeds.

**2.4** The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

- 2.5** The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment. Under the Environmental Protection Act 1990 it is an offence to emit smoke, fumes and gases from fires which can be prejudicial to health and cause a nuisance to neighbouring residents. Fires should be limited to one per year and tenants are requested to be considerate to nearby tenants and residents when choosing a time to light a fire'. Please refer to guidance on Allotment Notice Board.
- 2.6** The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Council.
- 2.7** The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay without the written consent of the Council.
- 2.8** The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any internal fences and any gates on the Allotment, and use his best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part or in adjoining land. The Parish Council is only responsible for repairs to boundary fencing.
- 2.9** The Tenant must not erect any buildings, structures, greenhouses, henhouses, pigeon lofts, fences, permanent concrete foundations, or plant any hedges on the Allotment without the written consent of the Council
- 2.10** The Tenant must not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
- 2.11** The Tenant must not plant any trees or fruit bushes, or any crops requiring more than 12 months to mature, without the written consent of the Council.
- 2.12** The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field of which the Allotment forms part or in adjoining land.
- 2.13** The Tenant must not bring any dog into the allotment field of which the Allotment forms part, or cause one to be brought in, unless the dog is held on a leash.
- 2.14** The Tenant must not keep any animals or livestock of any kind on the Allotment. The keeping of cockerels, pigs, horses, dogs, or any other livestock or animals is strictly prohibited.
- 2.15** When using any sprays or fertilisers, the Tenant must:
- 2.15.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and

2.15.2 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

2.15.3 comply at all times with current regulations.

**2.16** The Tenant must not erect any notice or advertisement on the Allotment.

**2.17** The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of his family, unless accompanied by the Tenant or a member of his family.

**2.18** The Tenant agrees that any case of dispute between himself and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.

**2.19a** The Tenant agrees to inform the Council immediately of any change of his address.

**2.19b** The Tenant must reside within one mile of the Parish boundary.

**2.20** The Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

**2.21** The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.

**2.22** The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 4 below.

**2.23** The Tenant shall not trade or carry on business on the Allotment or on any part thereof.

**2.24a** Where the Allotment site has its own water supply, the Tenant shall use such supply only for the purpose of cultivation of the Allotment PROVIDED THAT if it is considered by the Council that such supply is being used for other purposes the Council reserves the right to disconnect that supply.

**2.24b** The Tenant must not connect any additional water pipes to the existing mains water supply.

**2.25** The Tenant shall not keep or store upon the Allotment any noxious deleterious explosive inflammable or volatile substances (but this condition shall not preclude the keeping of small quantities of chemical weed killers, sprays or fertilisers stored in proper containers for the Tenant's use on the Allotment). The keeping of bottled gas for the heating of greenhouses on the Allotment shall be strictly limited to two bottles which the Tenant shall keep securely locked in a suitable container (when not in use) according to the manufacturer's instructions.

### **3 Determination of the tenancy**

**3.1** Upon the death of the Tenant this tenancy shall determine on the yearly rent day next after the death of the Tenant.

**3.2** This tenancy may otherwise be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 6 February or on or after 29 July in any year.

**3.3** This tenancy may also be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

3.3.1 if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;

3.3.2 if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement (and provided that if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy) and that the Tenant has failed to comply within a reasonable time with any notice in writing by the Council served on the Tenant requiring him to remedy that breach; or

3.3.3 if the Tenant becomes bankrupt or compounds with his creditors.

3.3.4 if upon changing address the Tenant is then residing more than one mile outside of the district in which the Allotment is located

**3.4** The Tenant shall remove from the Allotment any structures or permanent foundations installed by the Tenant within 28 days of determination of this tenancy, failing which the Council shall arrange for the removal of the foundations or structures and shall be entitled to recover the full cost thereof from the Tenant. After the period of 28 days, the outgoing tenant ceases to have the right to enter the allotment without permission from the Parish Council.

### **4 Notices**

4.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by The Clerk of the Council and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

4.2 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 post letter to The Clerk of the Council.

The Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement and shall not apply hereto

IN WITNESS whereof the Council and the Tenant have hereunto set their respective hands the day and year first before written.

Signed .....  
Clerk to the Council

Witness .....

Address .....

.....

Occupation .....

Signed .....  
Tenant

Witness .....

Address .....

.....

Occupation .....