

FLITTON AND GREENFIELD PARISH COUNCIL

AGREEMENT FOR LETTING AN ALLOTMENT GARDEN PLOT

An agreement made on 25th March 2014 between Flitton and Greenfield Parish Council (hereinafter called the Council) of the one part and the tenant of the other part.

The Council agree to let and the tenant agrees to take on a yearly tenancy from the 25th day of March 2014 the allotment garden specified in the attached letter at the annual rent payable yearly in advance.

A THE TENANT AGREES WITH THE COUNCIL AS FOLLOWS:-

1. To pay the rent due on the 25th March each year and to pay all outgoing which arise as a result of the use of the plot or any part thereof.
2. To observe all rules and regulations that have been or may at any time 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 in writing.
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 accident leading to injury.
8. To keep the common pathways adjacent to the plot in good condition, free from any hazards and to ensure that path is kept free from obstacles.
9. Not to cause or permit any nuisance or annoyance to the occupier of any other plot and to be a good neighbour. Not to cause any nuisance or any common pathways.
10. To ensure that the "access" road is kept free of vehicular obstruction and any hazards.
11. Not to plant any fruit trees without prior, written consent of the Council.
12. Not to cultivate any plant nor allow any plant to develop such that it overhangs, or obstructs the adjacent plots and adjacent common pathways or prune any other trees or bushes on the site without the Council's prior consent.
13. 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.
14. Not to keep any livestock on the Allotment.
15. To ensure that tools/equipment are not left unattended or in a way that might cause accident/injury and that they are used carefully and with due regard to safety of others.
16. To ensure that tools and other personal equipment are kept safe and secure when not in use and acknowledge that the Council accepts no responsibility for the loss of/or damage to such items nor that the Council accept any responsibility for any injury caused by such items however caused.
17. Not to erect any building or structure on the plot without the Council's prior written consent. Not to use any barbed wire at all on the site.
18. Not to damage, nor to allow others to damage any fences, gates, signs, water troughs taps or other fixtures of the Council or those of neighbouring plots.
19. Not to deposit nor allow to deposit upon the plot nor any part of the site any materials, excepting only manure in quantities such as may be required for immediate use in cultivation. Not to remove any minerals, sand, clay or soil from the site.
20. 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.
21. Not to allow dogs on to the site unless supervised and controlled by the plot holder, and to clear away from the site all dog faeces that may arise.

22. 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.
23. To only use watering cans and not connect a hose of any description to the water supply and to report any malfunction/water leakage with the water troughs.
24. 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.
25. The tenant shall inform the Council forthwith of any change of address.
26. Only tenant's motor vehicles may be parked on site whilst working on their allotment. No overnight parking is allowed. **Vehicles should be parked considerately so they do not cause local residents any problems.**
27. 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.
28. There should be no bonfires on the site without the prior permission of the Parish Council

B TERMINATION OF TENANCY

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

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

- By either party giving to the other twelve month's notice in writing expiring on or before the sixth day of March
- 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
- 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 to the Clerk of the Council.

Signed *Deborah Lawson*..... on behalf of the Council

SignedTenant

Please add here your name, email address and a contact telephone number

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Note: Tenants are encouraged to belong or be co-opted onto the Flitton and Greenfield Allotment Sub Committee(s). The Sub Committee(s) represents the overall interests of the Allotments and has a duty to place before the Parish Council matters raised by all members.