

# Dodderhill Parish Council

## Agreement for Letting of Allotment Plot

THIS AGREEMENT is made on the ...../...../..... (date)

BETWEEN **Dodderhill Parish Council** ("The Council") and

..... ("The Tenant") of ..... (address)

NOW IT IS AGREED as follows:-

### **1. Agreement to let**

The Council agrees to let and the Tenant agrees to take the allotment gardens numbered ..... on the **Dodderhill Recreational Ground site** ("the Allotment") on a tenancy from 1<sup>st</sup> April until the 31<sup>st</sup> December, the rent payable no later than the end of April.

### **2. Tenant's Agreements**

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

#### **2.1. Rent**

The Tenant must pay the rent reserved, in advance and without deduction otherwise than allowed by statute, by the end of April in each year.

#### **2.2. Use**

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

#### **2.3. Cultivation**

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. Any allotment left to over grow and not kept neat and tidy for more than 2 consecutive months then the Council will deem this as the tenant as forfeited this agreement and there for notice will be given.

#### **2.4. Nuisance**

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. Legal obligations**

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.

#### **2.6. Alienation**

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. Waste**

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

#### **2.8. Boundary structure**

The Tenant must mark out the allotment if necessary so as to distinguish it from the adjoining land and keep every hedge that forms part of the Allotment property cut and trimmed and all ditches property cleaned, maintain and keep in repair any fences (such fences being restricted to a

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reasonable height so as to cause no nuisance or obstruction to adjoining land) and any gates on the Allotment, and use his/her best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part or in adjoining land and any notice board which has been or may at any time during the tenancy be erected by the Council on the Allotment or the allotment field.

## **2.9. Buildings**

The Tenant must not erect any building on the Allotment without the written consent of the Council, provided that consent may not be refused under this clause to the erection of any building reasonably necessary for keeping hens or rabbits, or be unreasonably withheld to the erection of a garden shed or greenhouse.

## **2.10. Barbed wire**

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. Refuse**

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.

## **2.12. Dogs**

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.

## **2.13. Livestock**

The Tenant must not keep any animals or livestock of any kind on the Allotment, except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12. The Parish Council must be consulted prior to the keeping of hens or rabbits.

## **2.14. Sprays**

When using any sprays or fertilisers, the Tenant must:

1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or re-plant as necessary should any damage occur, and
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
3. Comply at all times with current regulations.

## **2.15. Advertisements**

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

## **2.16. Admittance**

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/her family, unless accompanied by the Tenant or a member of his/her family.

## **2.17. Disputes**

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

## **2.18. Change of Address**

The Tenant agrees to inform the Council immediately of any change of his/her address.

## **2.19. Inspection**

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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.

## **2.20. Sheds**

If the Council has provided or provides at any time in the future, a shed on the allotment garden or near to the allotment garden for the use of the Tenant, such shed remaining the property of the Council, then the Tenant must;

1. maintain and keep the shed in good repair and in a watertight condition with the base of the shed clear of soil or any other material
2. Not adapt or alter the shed in any way except without the prior written consent of the Council.

## **2.21. Water pipes**

The Tenant will at all times exercise every care to prevent waste leakage or misuse of water and forthwith to make good and repair any injury or damage done to any water pipes or taps within the allotment field unless such injury or damage is due to some cause other than the Tenant's own negligence or default and in any event immediately to report by notice in accordance with clause 4 to the Council any such waste leakage or misuse.

## **2.22. Rules and Regulations**

The Tenant must observe all rules and regulations relating to allotment gardens which have been or may at any time in the future be made by the Council and of which the Tenant is notified.

## **2.23. Special Conditions**

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.

## **2.24. Yielding up**

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

## **3. Determination of the Tenancy**

### **3.1. Determination on death**

This tenancy shall determine on the 31st March after the death of the Tenant.

### **3.2. Determination on termination of the Council's interest**

This tenancy shall determine on the day on which the right of occupation of the Council determines.

### **3.3. Determination by Notice**

This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 1st April.

### **3.4. Determination where allotment appropriated**

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment garden is required:

1. for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision or;
2. For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

### **3.5. Determination by re-entry on default**

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

1. if the rent or any part of it is in arrears for not less than 60 days whether legally demanded or

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- not;
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; or
  3. if the Tenant becomes bankrupt or compounds with his creditors.

### 3.6. Determination by the Tenant

This tenancy may be determined by the Tenant giving to the Council 6 months' notice in writing expiring at any time. This tenancy may also be determined by the Tenant without giving 6 months' notice, and the Council will accept such notice only if the Tenant agrees with the Council to forfeit the right for reimbursement of any rent which would be due to the Tenant on the date of such notice being received by the Council.

### 3.7. Tenant's Compensation on Determination

The Tenant shall on determination of this tenancy by the Council be entitled to compensation only to the extent prescribed by Section 2 of the Allotments Act 1922 and Section 3 of the Allotments Act 1950 but not further or otherwise.

### 3.8. Council's Compensation on Determination

The Council on determination of this Tenancy shall be entitled to recover compensation from the tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the Allotment caused by the failure of the Tenant to maintain the Allotment in a good state of cultivation and fertility.

## 4. Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by 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 same in some conspicuous manner on the Allotment.

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.

Name of Tenant	
Signature of Tenant	
Address of Tenant	
Phone number of Tenant	
Interested in joining Working Group?	Yes / No
Signed for and on behalf of the Council	
Name and Position	Nick Farress, Clerk to the Council