

Stanhope Parish Council

ALLOTMENT TENANCY AGREEMENT

An Agreement made the 27th day of February Two thousand and nineteen between STANHOPE PARISH COUNCIL in February by the hand of Susan Anderson Clerk and duly authorised Agent

And

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IT IS NOW AGREED:

Stanhope Parish Council agrees to let and the Tenant agrees to take on a yearly tenancy from the first day of April Two Thousand and Nineteen the allotment garden numbered ... on the Parish Councils allotment site of

.....

at the yearly rent of £15.00 and subject to the provisos and conditions hereinafter contained

The Tenant hereby agrees with the Parish Council as follows:-

1. Allotment rents are paid in advance for the year from 1st April to 31st March.
2. Rents will be collected in February/March. Notices will be posted at the main gate at the allotment sites informing tenants of the collection times. Postal payments will also be accepted. One years notice is required for any increase in the rent.
3. Any tenant who fails to pay their rent for the forthcoming year by the 8th April will forfeit their allotment. It will then be offered to the next person on the waiting list.

4 Tenancy

4.1 The tenancy of an allotment is personal to the tenant named in the Councils records.

4.2 Tenants must use Allotments for their own personal use and must not carry out any business.

4.3 If an allotment holder wishes to give up his/her allotment he/she cannot pass it on to another person. He/she must notify the Clerk to the Council who will then find a new tenant from the waiting list.

4.4 To notify the Parish Council of any change of address of the Tenant

5. Sub-letting of allotments or part allotments is not permitted.
6. The Clerk to the Council will keep a waiting list of tenants, and vacant plots will be allocated in strict rotation by date of application.
- 7 Applications to erect a shed or greenhouse, or other permanent structure, must be made in writing (together with a sketch plan) to the Clerk to the Council. Such structures must be of sound construction and must be painted dark green or stained green. Stained wood or aluminium is also permitted. There is to be only one shed per allotment plot and the maximum size not to exceed 8 x 6 for all new applications as from 5th June 2013. If the Council is not satisfied with any structure it can request it be removed. Any structure erected on an allotment is at the owner's expense and risk.

8. Cultivation and Use of Allotments

8.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig mulch or prune and weed 75% of the plot. Compost bins, glass houses, water butts, greenhouses, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.

8.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated.

8.3 Where a tenant has been given permission to keep poultry the above rules on cultivation do not apply provided that the tenant does actually keep poultry on the site. Any tenant keeping cockerels must bar them in from 11pm until 7am the following morning on allotment sites that the councillors decide need that rule applying to. The Council will carry out regular inspections to confirm this. If there is no poultry on the allotment then the council will give the tenant 28 days to rectify it or his/her tenancy will be terminated.

8.4 Tenants must not cause any nuisance or annoyance to the occupier of any other Allotment or Adjoining land or obstruct any path set out by the Council for the use of the occupiers of the Allotments.

8.5 Allotments must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.

8.6 Tenants must keep hedges, fences and gates within the boundary of their Allotment properly cut, trimmed and maintained and ditches within the boundary of the Allotment properly cleaned and maintained.

8.7 Tenants must not cut or prune any trees adjoining the Allotments. Tenants must also observe any other rules or regulations, which the Council makes at any time in the future.

8.8 The planting of trees and shrubs and fruit bushes or crops which require more than twelve months to mature is not permitted without the consent of the Parish Council. This rule comes into effect from 2019 and existing fruit bushes can remain as long as they are kept pruned

8.9 Tenants must comply with all directions given by the Clerk to the Council.

8.9a Poultry – only laying hens or bantams and pigeons will be acceptable. Types of poultry not allowed are geese, ducks, game is not allowed including pheasants and partridge.

The council will consider new applications for poultry on certain sites but there will be no further permissions granted for the keeping of cockerels.

The Council will terminate any tenancy that does not adhere to the above.

8.10 The keeping of bees will be at the Parish Councils discretion and decided on an individual basis.

8.11 When using any sprays and fertilisers to take reasonable care to ensure that adjoining trees, hedges and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary. To comply at all times with current regulations.

9. Bonfires and Other Restrictions

9.1 Bonfires are only permitted on site for the burning of diseased plant material, providing that such bonfires do not cause nuisance or annoyance to other Tenants or local residents. Bonfires must not under any circumstances be left unattended.

9.2 Tenants must not bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire or razor wire on the Allotment.

9.3 Rubbish refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) must not be deposited on the Allotment or any adjoining land by the Tenant or by anyone else with the Tenant's permission.

9.4 Dogs, with the exception of guide dogs, must not be brought on to the Allotments or any part of the Site unless they are on a lead.

9.5 To observe and perform any other special conditions which the Parish

Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 16 of this Agreement. **NO VEHICALS AT ALL** are allowed onto the Bondisle Allotment Site in wet conditions as stated on the Notice on the site gate.

10 Unauthorised Persons

10.1 Only the Tenant, or a person authorised and/or accompanied by the Tenant is allowed on a Site.

10.2 The Council may order any person entering the Site unlawfully or in breach of these rules to leave immediately.

10.3 The Council may take action against a Tenant for allowing an unauthorised person to be on the Site, when it has reasonable grounds for believing that by permitting unlawful access has seriously inconvenienced other users of the site.

11 Paths

11.1 Paths provided by Tenants must be within the boundaries of their own Allotments and kept reasonably free from weeds.

11.2 Paths between two Allotments must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant.

11.3 Paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their own Allotments.

12 Inspection

12.1 The Allotment (and any shed or greenhouse on it) may be inspected by an Officer or member of the Council at any time and the Tenants must give whatever access is required by them.

12.2 The Council will carry out periodic inspections of the allotments and if in their opinion a plot is uncultivated or untidy, the tenant will be advised, in writing, where action is needed. In the event of seriously neglected allotments, a tenant will be given 28 days to rectify it or his/her tenancy will be terminated.

13 Any request to keep livestock or poultry on a plot must be made in writing to the Clerk to the Council.

14 Allotment tenancies will be renewed annually. Acceptance of the rent by the Council constitutes a tenancy subject to the above rules & regulations.

15 Disputes

Disputes between Tenants are referred to the Council and the decision of the Council will be binding on all the Tenants involved in the dispute.

16 Any notice required to be given by the Parish Council to the Tenant may be signed on behalf of the Parish Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Parish Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

17 This tenancy shall determine on the death of the tenant and may also be determined in any of the following manners:

17.1 If it appears to the Parish Council that there has been breach of the conditions and obligations on the part of the Tenant. Giving one months' notice

17.2 If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not after giving one months' notice

18 Any other issues not mentioned in these rules will be at the Parish Councils discretion

Signed.....Tenant

Signed.....Clerk to Stanhope Parish Council