

Tenancy Agreement - Terms and Conditions for the Holding of an Allotment Garden

1. Each applicant granted an Allotment Garden will be licensed to hold a specified plot for a one year term commencing on the 1st January each year. Allotment Gardens granted during the year will expire on 31st of December of the year granted and become renewable on the following 1st January. Allotment Garden renewals will be made in November of the previous year, when rental fees will be collected and agreements signed for the following year.
2. Allotment Gardens are of a standard size but a limited number of half-size plots are available.
3. Current Allotment plot rates are available on the Ashurst & Colbury Parish Council website (www.ashurstandcolbury-pc.gov.uk).
4. Upon initial tenancy and by signing these Terms & Conditions, the tenant will be issued with a key for the Allotment Gardens as well as the security code for the toilet. The tenant will be required to pay a refundable deposit equal to a year's rental in addition to the rental payment for that first year and a £20 key deposit. The refundable deposits will be returned to the tenant upon vacating of the plot, provided that the plot is left in a tidy condition and the key to the site is returned. For the avoidance of doubt, for tenancies commencing after 1st January in any one year, the rental payable will not be reduced on a pro-rata basis but the annual yearly cost rate will apply.
5. The rental fee is payable by December 31st of the preceding year upon renewal. For new Tenancies taken out during the year, payment will be due upon signing of the Tenancy Agreement.
6. Tenants will have access and use of the car park within the Allotment Garden area whilst attending their plot. As limited spaces are available, tenants should be considerate of other users during busy periods. Your attention is brought however to clause 8.5 below.
7. The site toilet is provided as part of the Allotment Garden's infrastructure but the Council assumes no responsibility for the use and cleanliness thereof. Unless the requirements under clause 8.2 are maintained, the Council reserves the right to discontinue the provision of this facility.
8. **During their tenancy, the tenant agrees to the following:**
 - 8.1. The plot must be kept tidy, in good condition and properly cultivated.
 - 8.2. In conjunction with other tenants, the toilets will be maintained to a degree of cleanliness and functionality in keeping with the mutual respect and expectation of how the facility should be found for use.
 - 8.3. Maintain in good order all borders and paths forming part of their plot.
 - 8.4. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of their Allotment Garden unless agreed by the Council.
 - 8.5. The tenant shall use the car park facility, solely for their own use whilst tending their plot. Due to Police road safety advice, use of the car park for drop-off/pick-up of children at school is strictly forbidden and would result in immediate termination of the tenancy by the Council in accordance with clause 10.3 below.
 - 8.6. The tenant shall be permitted to erect a suitable and appropriate structure, such as a shed, greenhouse or poly-tunnel etc., not exceeding the approximate size of 7' x 5", mounted on paving stones and placed within the plot itself and not on any of the paths. Please note there is no insurance cover for anything on the site, it is your personal responsibility. Tenants shall not erect any fence or method of enclosure on or around their plot, except for bird netting, screening for bee hives and the like. Upon termination of the tenancy, any shed or other items should be removed or an arrangement reached with a new incoming tenant to retain them.
 - 8.7. The tenant shall cause no nuisance or annoyance to any other tenant or any other part of the Allotment Gardens provided by the Council. Nor shall they cause any nuisance or annoyance to anyone resident in the vicinity of the Allotment Gardens.
 - 8.8. No livestock or poultry of any kind shall be kept upon the Allotment Garden. If a tenant wishes to keep bees they must first gain written permission from the Parish Council and sign the Addendum 'Additional Terms and Conditions for Beekeeping in the Allotments'.
 - 8.9. The tenant shall not, without first obtaining written consent of the Council cut, lop or fell any tree growing on or adjacent to the Allotment site.

- 8.10. Use of the water troughs is intended for watering cans only. Hand held hose pipes, sprinklers and other irrigation systems are not permitted. Ponds are not permitted on the allotments.
- 8.11. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by the tenant and their family and friends. Any fruit tree should be of the dwarf variety to avoid shading on other Allotments.
- 8.12. The Allotment Garden will be subject to regular inspection by an Officer of the Council.
- 8.13. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for use of the tenants.
- 8.14. No bonfires will be allowed between 1st May and 30th September. During the period from 1st October until 30th April, when bonfires will be permitted, the tenant must exercise due consideration for other Allotment holders and neighbouring properties. When a bonfire is lit, under no circumstances should it be left unattended until it has fully burnt out or has been suitably and safely extinguished by the tenant.
Nuisance caused by bonfires could result in prosecution under the Environmental Protection Act 1990. In addition, tenants who light a fire within 50ft (c. 15 metres) of the centre of a highway may be guilty of an offence under section 161 of the Highways Act 1980.
- 8.15. The tenant is required to show due care and attention to ensure that no part of their plot could be an enticement to vermin.
- 8.16. The tenant shall not store any items on their Allotment Garden other than those to be used in the cultivation of their plot.
- 8.17. Dogs may be brought into and kept in the area of the Allotment Gardens by the tenant provided they are tethered on a lead at all times.
- 8.18. The tenant shall supervise any children in their care brought into the Allotment Gardens at all times.
- 8.19. The tenant shall pay for any replacement keys to the site in the event of loss.
9. **The Parish Council agrees to:**
- 9.1. Keep the hedges on the boundaries in reasonably good order and to arrange for the main paths within the Allotments to be cut as and when required.
- 9.2. Maintain a water supply at the designated points – available from April to October each year.
10. **Termination of Tenancy.**
- 10.1. ***Voluntary Termination of Tenancy by Tenant.***
In the event that the tenant wishes to relinquish their tenancy, one month's notice is required in writing. Any deposit paid by the tenant shall be returned within 28 days of the tenancy end date provided, as stated in clause 4, the plot is returned in a neat and tidy condition. Should the tenancy be relinquished before 31st December, any rental owing will be forfeited.
- 10.2. ***Termination of Tenancy Due to Ill Health or Bereavement.***
If a situation arises whereby a Tenant is unable to continue to administer their plot due to ill health or bereavement, the Council requests that it is contacted as soon as possible, either by the Tenant or by the Tenant's representative, to discuss suitable arrangements.
- 10.3. ***Termination of Tenancy by Parish Council.***
Apart from the provisions of clause 8.5, where the Council reserves the right to immediate termination, if a Tenant should contravene any of the other Terms and Conditions, the Parish Council will issue a warning, in writing, to request immediate action to correct the situation. Should the contravention remain unresolved within one month, the Council reserves the right to terminate the tenancy with immediate effect. Any deposit or balance of rental will be forfeited.
- 10.4. ***Termination of Tenancy due to non-residency in the Parish***
If the tenant moves out of the Parish and does not voluntarily give up the tenancy the Council reserves the right to give notice of termination of the tenancy. Under these circumstances, either voluntarily or by notice, any deposit paid will be refunded, subject to the provisions of clause 4 above.

TERMS AND CONDITIONS, INCLUDING RENTAL COST RATES, ARE SUBJECT TO ANNUAL REVIEW BY THE PARISH COUNCIL

I accept these terms and conditions and agree to abide by them,

Signed: _____ (Tenant)

Date: _____

Plot No.	Size*	Deposit/Fee* paid	Key Deposit Paid*
	Full: approx. 19.7 m x 6.4 m	£25/£25	£20 / NA
	Half: approx. 9.85 m x 6.4 m	£15/£15	

Name: _____

Address: _____

Home telephone: _____ Mobile: _____

Email: _____

If you would like your email address to be made available to the Allotment Holders Representative for group emails, please tick this box

Signed for the Council: _____
(Parish Clerk/Councillor)

Date: _____

* Delete as appropriate