

AGREEMENT

THIS AGREEMENT is made the (date) day of (month), (year)

BETWEEN WEEDON BEC PARISH COUNCIL, 16 St Mary's Way, Weedon, NN7 4QL

And

(name and address of tenant).

IT IS AGREED as follows

1.0 INTERPRETATION

- 1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa
- 1.2 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

2.0 ALLOTMENT

- 2.1 The Parish Council agrees to let and the Tenant agrees to take all that piece of land situate at (the allotment site) numbered Plot (number) on the allotment plan attached and measuring approximately (size) square metres.
- 2.2 The Parish Council will maintain an Allotment Waiting List, noting applicant's site preference if required
- 2.3 The Parish Council will allocate plots in accordance with the list and at their discretion. Preference will be given to applicants who do not already have access to a plot.
- 2.4 A deposit will be paid upon taking on the tenancy and will be returned if the plot is left in good order with old crops cleared and all items removed when vacated. If not left in good order the deposit will be retained against cost of clearing & tidying the plot for re-letting.

3.0 TENANCY AND RENT

- 3.1 The allotment shall be held on a yearly tenancy from 1st October or the date the plot is taken on, at an annual rent as set by the Parish Council payable by the tenant within 31 days from the 1st day of September (the rent day).
- 3.2 The tenant shall acquaint themselves with the terms and conditions of the Agreement & Schedule and by paying the rent each year, is agreeing to abide by the current terms and conditions.

4.0 INSPECTION

- 4.1 Officers of the Parish Council will inspect the allotment sites frequently during the main growing season, to determine levels of cultivation. They will inspect less frequently during other times.



- 4.2 Any plot which is deemed to be uncultivated and has a history of minimal cultivation, will be contacted and sent a communication by email or letter to improve. If no improvement is evident, they will be served notice to quit
- 4.3 An Officer of the Parish Council, if so directed, may enter allotments for inspection of level of cultivation and general tidiness of allotments and full access must be given by the Tenant.

5.0 CULTIVATION AND USE

- 5.1 The Tenant shall have at least $\frac{1}{4}$ of the plot cleared and/or under cultivation after 3 months from the commencement of their tenancy and at least $\frac{3}{4}$ of the plot under cultivation after 12 months and thereafter (unless there is a reasonable explanation for not having done so).
- 5.2 The Tenant shall use the plot as an allotment and leisure garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the tenant and their family) and for no other purpose and to keep it clean and free from hazards, eg. Broken glass, scrap metal, etc. It should be kept reasonably free from weeds and noxious plants, in a good state of cultivation and in good condition.
- 5.3 The Tenant may not carry on any trade or business from the allotment site (a small amount of surplus produce may be sold as ancillary to the provision of crops for family).

6.0 PROHIBITION OF UNDER LETTING

- 6.1 The Tenant shall not underlet, assign or part with the possession of the allotment or any part thereof without the written consent of the Parish Council. (This shall not prohibit another person, authorised by the plothead, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the Parish Council to be informed of such arrangement).

7.0 CONDUCT

- 7.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders or regulations affecting the Allotment Site.
- 7.2 The Tenant must comply with the conditions of use attached as Schedule 1.
- 7.3 The Tenant shall not cause, permit or suffer any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.
- 7.4 The allotment garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the allotment garden.
- 7.5 The Tenant must not enter onto any other plot at any time without the express permission of the relevant plothead.



- 7.6 Any person who accompanies the tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is at all times responsible for the actions of children and others entering the allotment site with his permission.
- 7.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.
- 7.8 Vehicles should be parked in a manner not to block access for other tenants entering their allotment.
- 7.9 Dogs entering the site should be kept under control by their owners and not allowed to wander or cause disruption to other plot holders.

8.0 TERMINATION OF THE TENANCY

The Tenancy of the Allotment Garden shall terminate:

- 8.1 by tenant not paying rent due upon receipt of the renewal notice within the given time
- 8.2 by no improvement made to the plot following inspection and notice given
- 8.3 by the Tenant giving the Parish Council 28 days written notice
- 8.4 if the tenant is not duly observing the conditions of the tenancy as per this Agreement and the Schedule.
- 8.5 by the tenant moving out of the area of the Parish Council
- 8.6 by not cultivating the allotment as specified in 5.1
- 8.7 In the event of the termination of the tenancy the Tenant shall return to the Parish Council any property (keys, etc) made available to him during the tenancy and shall leave the plot in a clean, tidy condition, clear of old crops and overgrown vegetation.
- 8.8 The plot holder must also remove any items brought on to the allotment, i.e. ground covering such as carpet, perished items such as plastic or metal containers.
- 8.9 If, in the opinion of the Parish Council, the plot has been left in an un-satisfactory condition, and the tenant has not remedied to a satisfactory condition, any work carried out by the Parish Council to return the plot to a satisfactory condition be charged to the previous tenant (Allotments Act 1950 s.4). Any deposit paid will be retained and used to offset costs incurred by the Council.

9.0 CHANGE OF ADDRESS

- 9.1 The Tenant shall immediately inform the Parish Council of any change of address, phone number or e-mail.
- 9.2 If re-locating outside of the Parish Council area must give notice as per 8.5.



10.0 NOTICES

- 10.1 Any notice given under this Agreement will be in writing and to ensure safe receipt should be delivered by hand or sent by post. A notice may also be sent by e-mail with a confirmatory request if required. If the email is not received due to a change of email address not notified to the council, the period of notice will still apply.
- 10.2 Any notice served on the Tenant should be delivered or sent to his last known home or email address. Any notice served on the Parish Council should be sent to the Clerk at the address given in this Agreement.
- 10.3 A notice sent by post is to be treated as having been served on the third working day after posting whether it is received or not.
- 10.4 A notice sent by e-mail is to be treated as served on the day on which it is sent or the next working day where the e-mail is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

EXECUTED BY WEEDON BEC PARISH COUNCIL

Signed for and on behalf of WBPC

.....
Clerk – Weedon Bec Parish Council

Signed by the Tenant(s)

.....
Signature (Name printed)

THE SCHEDULE

1.0 TREES

- 1.1 The Tenant shall not without the written consent of the Parish Council cut or prune any timber or trees on the allotment site, other than recognised pruning practices of fruit trees on their own plot.
- 1.2 Branches and other prunings from the ploholders trees must be composted or disposed of by taking cuttings off site. They must not be disposed of on the allotment site.
- 1.3 The Tenant shall not plant any trees other than dwarf fruiting trees and / or fruiting bushes without prior consent of the Parish Council.



2.0 HEDGES AND PATHS

- 2.1 The Tenant shall keep every edge that forms part of the boundary of his allotment garden properly cut and trimmed, all pathways between plots to be trimmed and well maintained up to the nearest half width by each adjoining tenant. To keep in good repair any other fences, gates, sheds or other structures on their allotment garden.
- 2.2 The Tenant shall not use any barbed, razor or similar wire for a fence on his allotment garden.
- 2.3 Public paths and access roads must be kept clear at all times.

3.0 SECURITY

- 3.1 The Tenant shall be issued with a code to access the allotment either by car or foot. The code shall not be passed to anyone other than the person authorised by the Tenant to work on his allotment garden under paragraph 5 of the Agreement.
- 3.2 When entering the allotment site to ensure the gate or barrier is closed and the padlock is secured and the code fully scrambled. When exiting the allotment site to ensure the gate or barrier is securely locked and padlock code fully scrambled.

4.0 COMPOSTING / RUBBISH

- 4.1 The Tenant shall make provision to compost all compostable waste generated by their own plot for use on their allotment garden.
- 4.2 The Tenant shall only bring onto the site or allow other persons to bring onto the site any compostable waste, from outside of the allotment site, for use on their own plot.
- 4.3 The Tenant shall not deposit or allow other persons to deposit any refuse or other materials on the allotment site.
- 4.4 All non-compostable waste to be removed from the allotment site by the Tenant and disposed of elsewhere.
- 4.5 All rubbish generated by the Tenant to be removed from the allotment site and disposed of elsewhere.

5.0 BONFIRES

- 5.1 Bonfires are permitted on the Tenants own allotment garden, from 1ST November through to 30th April with the following to be observed:
- 5.2 Always observe the simple courtesy of letting your neighbours know when you intend to light the fire.
- 5.3 Only burn dry material from the allotment plot and in small quantities. Do not burn large piles which do not dry out and cause smoke over neighbouring areas. NEVER burn household rubbish or anything containing plastic, foam or paint. Do not take rubbish to the site to burn.
- 5.4 Never under any circumstances use an accelerator (e.g. petrol) to get the bonfire started.



- 5.5 Avoid burning on windy days as the prevailing wind direction may blow smoke or sparks directly into neighbouring properties.
- 5.6 Never leave the bonfire unattended and always wait until everything has burned down before leaving the site.
- 5.7 Never use water to douse a bonfire; it may appear as if the fire has been safely put out but the water only serves to superheat the ashes and they could re-ignite some hours later. When leaving the bonfire site always throw soil or sand over it to smother the heat source.
- 5.8 It is not permitted to have a bonfire from 1st May through to 31st October.

6.0 WATER / HOSES

- 6.1 The Tenant shall practice sensible water conservation, utilising covered water butts and dipping tanks on their own plots.
- 6.2 The Tenant shall have consideration for other tenants when extracting water from water points on allotment sites
- 6.3 If hoses are used then they are only to fill water butts and dipping tanks. Hoses are not be left running or connected to sprinklers.

7.0 POULTRY & BEES

- 7.1 The Tenant will only keep hens (no cockerels), or bees on their allotment garden with written permission of the Parish Council.
- 7.2 Poultry & bees may only be kept in number and conditions specified by the Parish Council in agreement with the Tenant(s).
- 7.3 Poultry & bees must be kept so that they are not a risk to health or a nuisance to others. The tenant to practice good welfare standards at all times.
- 7.4 The Tenant shall keep all structures for poultry and bees in good repair at all times.

8.0 BUILDINGS AND STRUCTURES

- 8.1 All structures need to have express permission from the Parish Council before being erected.
- 8.2 Any shed, greenhouse, or other structure should not exceed 6.26²m / 67.24²ft in total size. Polytunnels should not exceed dimensions of 6m x 3m (19.68 x 9.84 feet) and the Tenant shall keep all structures in good repair at all times.
- 8.3 All structures, where possible, should have guttering to allow rainwater to collect into water butts to maximise conservation of water resources.
- 8.4 Upon vacating an allotment garden, it is the Tenant's responsibility to dismantle and remove any structure unless prior agreement has been reached with the new tenant. The plot holder must also remove any items brought onto the allotment, i.e. ground covering such as carpet, plastic or metal containers.

