

HOLLESLEY PARISH COUNCIL

TENANCY AGREEMENT FOR HOLLESLEY ALLOTMENT GARDENS

1. The Tenancy is subject to:-
 - a) the payment of the rent and the observance and performance of the conditions and agreements herein contained; and
 - b) the provisions of the Allotments Acts 1908 to 1950 (or any statutory modifications or re-enactment thereof).
2. The annual rent shall be such sum as may be determined by the Council and shall be paid by the Tenant yearly in advance with effect from 1st November in each year. The amount of rent shall be notified to the tenant by means of an annual account. A proportional rent shall be payable for any part of a year over which the tenancy may extend. The council shall pay all rates and taxes. If a tenancy is given up during the year, no refund of rent is payable.
3. The Tenant shall give to the Council a minimum of 12 months' notice in writing to quit the allotment garden. PROVIDED that, where it is agreed that the Tenant has shared the use of the allotment garden with another person for at least twelve months, that person shall have first right of refusal to take over the tenancy of the said allotment garden.
4. The Council shall give 1 months' notice to the Tenant to quit the allotment garden if the following are not adhered too:
 - (a) if the rent is in arrears for more than 28 days when legally demanded.
 - (b) if the Tenant has not duly observed the conditions of his tenancy herein contained.
5. In any case the tenancy shall terminate three months after the death of the Tenant, or earlier if requested by his/her next-of-kin or executors, and whenever the Lease or Agreement under which the tenancy or right of occupation of the Council terminates.
6. Any notice given by the Council pursuant to this Agreement may be signed by its Parish Clerk for the time being and shall be sufficiently served if delivered to or sent to the Tenant by recorded delivery post at the before mentioned address.

7. During the continuation of the tenancy the Tenant:

- a) shall continue to be resident in the parish of Hollesley or at the address originally approved by Hollesley Parish Council and shall inform the Parish Council of a change of address;
- b) shall wholly or mainly cultivate the allotment garden for the production of vegetable and/or fruit and/or flower crops for use by the tenant and his family;
- c) shall keep the allotment garden clean, free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition in all respects to the satisfaction of the Council and shall so deliver it up at the end of the tenancy. The Council reserves the right to make a charge for clearing an allotment garden left in an untidy condition at the end of a tenancy;
- d) shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or trespass thereon without permission, or obstruct any path set out by the Council for the use of the occupiers of such Allotment gardens;
- e) shall not cause a nuisance or annoyance to the occupier of any adjoining properties to the allotment site;
- f) shall not underlet, assign, or part with the possession of the allotment garden or any part of it;
- g) shall not, without previous consent from the Council in writing, plant any trees or fruit bushes or any crops that require more than twelve months to mature.
- h) shall not, without the written consent of the Council cut or prune any timber or other trees belonging to the Council or take, sell or carry away any mineral gravel, sand or clay;
- i) shall not, without the written consent of the Council, erect any building or structure on the allotment garden, provided that any building *or structure* thereon shall be erected only in a position and be of such dimensions and materials as shall be approved of by the Council, provided further that no building or structure shall be kept in such a condition or manner as to be prejudicial to health & safety or a nuisance or affect the operation of any legal requirement; and shall not reside therein. Note. Any new sheds should be no larger than 6 ft x 4 ft for approval by the Council. The storage of glass panels for crop protection shall not be stored on open ground on the allotments
- j) shall compost on the allotment garden all vegetable refuse collected or produced in the cultivation thereof, or weeds, or shall remove the same from the allotment gardens for recycling through the appropriate facilities provided by Suffolk Coastal District Council, and shall not use the allotment garden nor allow the same to be used for the storage of rubbish and shall not dump any of the aforementioned items on other allotment gardens or uncultivated areas within the boundaries of the allotment garden site;
- k) shall as far as practicable keep the allotment garden, and his/her half of the footpath integral to each allotment adjoining the same, clean and free from weeds;

- l) shall provide/erect and thereafter maintain to the satisfaction of the Parish Clerk for the time being of the Council any hedge, fence or gate on the allotment garden, but any such hedge fence or gate shall not exceed 6 feet or 2 metres in height and any such fence shall consist of wooden posts and chicken wire and no fence shall consist of barbed wire. Provided that, no hedge fence or gate shall be provided or erected without the previous written approval of the said Parish Clerk.
- m) shall keep the allotment garden free as far as is possible from vermin including rats and mice;
- n) shall not keep livestock of any kind on or in the vicinity of the allotment garden, except under special circumstances by negotiation with the Council; in relation to honey bees, provided that such keeping is for personal use and is not prejudicial to health or a nuisance;
- o) shall allow any member or officer of the Council at any time to enter and inspect the allotment garden;
- p) shall not perform any other unreasonable activity that causes annoyance to other allotment holders or neighbours, or brings the Council in to disrepute for which the Council considers it necessary to give notice to him/her;
- q) shall not use or permit the use of the allotment garden for the purpose of any trade or business;
- r) shall not let loose on or in the vicinity of the allotment garden any animal or livestock whatsoever and any dogs must be under the control of each tenant if not safely secured within their own allotment
- s) shall not use hoses or sprinklers for which use is prohibited
- t) shall not tamper with the water supply installations in any way and shall not run any hosepipe or siphoning device or pump from any source including the dip tanks on the allotment garden and shall not do anything which could cause contamination of the water in the dip tanks.
- u) shall agree that upon the installation of a water supply the cost of the volume of water used is to be divided between the tenants who have requested water and will be issued with a key to give access to the dip tanks and their contribution will be in accordance with their allotment size, as a percentage of the total of all plots. Tenants who have taken occupation from 1st August 2015 will automatically pay towards water usage
- v) upon any change of tenancy or change of size of an allotment, then the tenant will automatically be given access to the dip tanks and pay as (u) above.
- w) shall comply with any environmental legislation enacted
- x) shall only burn allotment garden waste that will not compost down on the allotment garden, having consideration for adjoining properties to allotments as well as other allotment users and site away from sheds, trees, hedges, fences and overhead cables. Bonfires are not to be left unattended and sufficient water, sand or soil is to be available to use in an emergency
- y) shall not store or discard on the allotments any hazardous waste or materials or household rubbish

This agreement is made the _____ day of _____ 20..... for Tenancy effective as of

commencement date: _____ between:

Hollesley Parish Council
and

PLEASE PRINT BLOCK CAPITALS:

Name:.....

Address:

.....

.....

Telephone Number:

E-Mail Address:

Plot Number:

Signed: _____ Dated : _____

[Parish Clerk]

Signed: _____ Dated : _____

[Tenant]

New Tenant