

# THORVERTON PARISH COUNCIL: ALLOTMENT TENANCY AGREEMENT

This is an Agreement between **Thorverton Parish Council** (the Council) and **The Tenant**. The Council agrees to let and the Tenant agrees to rent, as a yearly Tenant, from **1<sup>st</sup> January 2022**.

**Name of Tenant:**

**Allotment No(s)** \_\_\_\_\_ at the Allotment Gardens, Broadlands, Thorverton.

**Total Yearly Allotment Rent Due £** \_\_\_\_\_ by 1<sup>st</sup> January 2022.

1. **Allotment rents will be subject to annual review by the Parish Council.**
2. **The tenancy is subject to the following conditions:**
  - a) The rent will be payable on 1<sup>st</sup> January each year, to be received no later than 15<sup>th</sup> January of that year (see paragraph 3a).
  - b) The allotment will be used as an allotment garden and for no other purpose.
  - c) Any person resident in the parish of Thorverton shall be eligible to become a tenant of an allotment garden. No household shall hold more than two allotment gardens unless the council decides allotment gardens would otherwise go untended.
  - d) The council shall give public notice of the availability of allotments by written notice posted on a parish notice board and website, in the parish magazine and on social media. The notice will state the last day for applications and the Parish Clerks contact details.
  - e) Persons who are on the waiting list and who live within the parish of Thorverton will have first refusal on available allotments. Those who leave the parish may be required to vacate their allotment at the end of that year's tenancy if a resident is on the waiting list. Allotments not required by a parish resident may be let to persons residing nearby, at the discretion of the Council.
  - f) The tenancy will end on the death of the Tenant. The Tenant's family may continue in occupation for the remainder of that year with the consent of the Council, and subject to the signing of an interim Agreement.
  - g) The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party, and the Tenant agrees to indemnify the Council in respect of any such claim made against it.
  - h) The Council shall accept no liability to the Tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.
3. **The tenancy can be terminated by the Council giving one month's notice if:**
  - a) The rent is more than 14 days overdue after one month's tenancy, or 25% of the allotment is not tidy and in a good state of cultivation, or after three months' tenancy 100% of the allotment is not tidy and in a good state of cultivation.
  - b) The Tenant has failed to comply with a notice requiring the Tenant to remedy any failure to observe the conditions of this Agreement.
4. **The Tenancy can also be terminated by:**
  - a) The Council giving 12 months' notice in writing, to take effect on the anniversary of the term of the Agreement (1<sup>st</sup> January).
  - b) The Council giving three months' notice in writing at any time if the allotment, or any part of the allotment, is required for any purpose such as building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the Council by other agencies.
  - c) The Tenant giving notice in writing. (There will be no refund of any rent already paid for that year.)
5. **The Tenant will:**
  - a) Act with consideration for others at all times.
  - b) Keep the allotment tidy, in good order and in a good state of cultivation.
  - c) Keep any hedge forming part of their allotment cut with trimmings removed from the site.
  - d) Ensure that paths adjacent to the allotment are kept clear and free from obstruction.
  - e) Observe and perform any special conditions which the Council considers necessary to preserve the allotment from deterioration.
  - f) Remove weeds before they go to seed and become a nuisance to other plot holders. When using sprays or fertilisers all reasonable care must be taken not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
  - g) Dispose of all rubbish and weeds responsibly – do not leave on site, put in or throw over hedges.
  - h) Ensure that all water receptacles are stable, not sunken, and have secure covers (if applicable).
  - i) Notify the Clerk of any change of address at [Thorvertonpc@gmail.com](mailto:Thorvertonpc@gmail.com) or on 01392 861228,

- j) Ensure that, on vacating the allotment plot on termination of the Agreement, the plot is surrendered in a good, weed-free condition. (The Council is entitled to reclaim the cost of renovation of a damaged or improperly maintained allotment from the former Tenant. This applies whether or not the Tenant has been given notice to quit or has given the allotment up their own accord.)

6. **The Tenant will NOT:**

- a) Cause any nuisance or annoyance to any other Tenant.
- b) Obstruct or encroach upon any path set out by the Council for the use of other Tenants.
- c) Sub-let or assign to another person any part of the allotment.
- d) Plant any trees without prior written agreement from the Council.
- e) Take or sell any topsoil/subsoil, mineral, gravel or clay without the written agreement from the Council.
- f) Sell or offer to sell produce from the allotment.
- g) Store building materials, rubble, scrap or unsightly material on the allotment site.
- h) Keep vehicles, e.g. motor cars/vans, trailers, motorcycles on the allotment.
- i) Use any barbed wire or corrugated metal sheeting or any other sharp materials for any fencing.
- j) Erect any building or structure, such as a shed, without prior consent of the Council. Suitable sheds are to be a maximum of 8ft x 6ft x 7ft high (2.4m x 1.8m x 2.1m with a recommended pent roof to facilitate water collection. If permission is granted, sheds must be located at the rear of the allotment against the boundary hedge on non-permanent foundations and not causing nuisance to neighbouring allotments.
- k) Place any foam-backed carpet on any allotment.
- l) Place any refuse or decaying matter (except for reasonable quantities of manure or compost) on the allotment. Any manure or compost must be kept within the confines of the allotment.
- m) Place any matter in the hedges, ditches, access roads or on any adjoining land.
- n) Light any bonfire unless on a Monday, Thursday and Saturday and after 16:00. The allotment holder must be present for the duration of the bonfire and for at least one hour afterwards. Bonfires should be no closer than 10 meters to any building and not cause nuisance to any other allotment holder or any resident. Any allotment holder found to be in breach of these rules may have their tenancy agreement terminated immediately.
- o) Bring or keep any dogs (except for assistance dogs) or other livestock (rabbits, poultry etc) on to the allotment site.
- p) Store any combustible fuels.

7. **Deposits**

A deposit shall be paid by the tenant to the Council on taking on an allotment which will be refunded at the end of the tenancy provided the tenant has adhered to the terms set out within the agreement.

8. **Inspections**

Any officer or member of the Council will be entitled to enter and inspect the allotments at any time.

9. **The Agreement**

The Parish Clerk will sign any notice or Agreement required to be given to the Tenant and will oversee the management of the site on behalf of the Council. This Agreement replaces all previous allotment Agreements between the Council and the Tenant. The Council will have the final say on matters.

10. **Exemptions**

One or more of these rules shall not apply to any allotment which the Council, under special circumstances, considers exempt. In which case the reasons for this shall be recorded in the minutes.

**THESE RULES WERE APPROVED BY THORVERTON PARISH COUNCIL IN FEBRUARY 2021. A copy of the Agreement will be provided to each Tenant at the beginning of their tenancy. To accept the terms of this tenancy agreement please sign and date below and return this form to the Clerk. A countersigned copy will only be returned to you only on request.**

**I agree to abide by the terms and conditions as stated in this Agreement:**

**Tenant (print name):** \_\_\_\_\_

Signature and date: \_\_\_\_\_

Email and 'phone number: \_\_\_\_\_

**Clerk to Parish Council** signature and date: \_\_\_\_\_