



TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 2024 between

Old Catton Parish Council

of The Pavilion, Recreation Ground, Church Street, Old Catton NR6 7DS ('the Council')

and

[insert full name of tenant]

of [insert tenant's address]

('the tenant')

by which it is agreed that:

1. The Council shall let to the Tenant the Allotment Garden situated at *[insert full postal address]* and referenced as *[insert number]* in Council's Allotment Register ('the Allotment Garden') [outlined on plan retained at Parish Council Office].
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the 1st day of October 2024 [and thereafter from year to year] unless determined in accordance with the terms of this tenancy. When allocating allotments, priority will be given to Old Catton residents who do not hold an allotment.
3. The Tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable in full on the first 1st day of October 2024 [and for every year after the first year of the tenancy on the first 1st day of October]. Annual review of yearly rent will be carried out.
4. New allotment Tenants will be subject to a six month probation period, during which time, regular inspections will be carried out. Plots not cultivated to the satisfaction of the Council will have the tenancy terminated.
5. The allotment site will be open between the hours of 7am and sunset throughout the year for the purpose of Allotment Garden cultivation only. The Tenant shall not remain on the site outside of opening hours.
6. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by [him/herself] and [his/her] family.
7. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

8. The Tenant shall not use the Allotment Garden for storage of any vehicles. The Tenant shall not store goods or crops which are not produced in the Allotment Garden.
9. During the tenancy, the Tenant shall :
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation. Fruit trees are permitted only where they cause no obstruction or nuisance to other tenants;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not enter or remove items or produce from any other allotment without permission from the allotment holder;
 - d) not keep livestock or poultry in the Allotment Garden;
 - e) not bring dogs to the Allotment Garden [except disability assistance dogs];
 - f) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - g) not erect a shed, greenhouse or other building or structure on the Allotment Garden. No structure over one metre high shall be erected. Polytunnels are permissible with prior Parish Council consent to a maximum of 2x3 metres. Polytunnels must be securely anchored with extra-long pegs to ensure stability in all weathers. Tenants must give consideration of positioning of polytunnel to neighbouring tenants. Fruit cages may be erected using “see-through” insect netting only. Cold frames must be plastic and not glass;
 - h) not install pond or water feature;
 - i) not fence the Allotment Garden;
 - j) maintain and keep in repair the fences forming part of the Allotment Garden;
 - k) trim and keep in decent order all hedges forming part of the Allotment Garden but not during bird nesting season (31st March – 1st September). The Parish Council shall be responsible for maintaining the top and outside of boundary hedges;
 - l) not plant any tree, shrub, hedge or bush without first obtaining the Council’s written permission;
 - m) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council’s written consent and if appropriate planning permission;
 - n) be responsible for ensuring that any person present in the Allotment Garden with or without the Tenant’s permission does not suffer personal injury or damage to his property. Well behaved children are permitted within the Allotment Garden only and must be supervised at all times. Child safety is the responsibility of the Tenant;
 - o) permit an inspection of the Allotment Garden at all reasonable times by the Council’s employees or agents;
 - p) permit access for inspection of Allotment Garden. Any Council person appointed shall be entitled to enter the allotment site at any time to trim any trees/shrubs, repair fences, gates, paths, roadways;
 - q) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden

- of another Tenant [shaded brown for identification purposes only on the plan attached]. Motorised vehicles shall not be driven along the central pathway with the exception of emergency and service vehicles;
- r) ensure that the gates are always securely closed and locked using the combination lock on leaving the allotment site. The allotment gate must be closed and locked at night;
 - s) not have any fires on the Allotment Garden or within the allotment site. No burning is permitted. Tenant should compost where possible or take unwanted items home. Parish Council shall provide skip (in April/May) for disposal of unwanted, non-compostable items from within the Allotment Garden.
10. The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
 11. The Tenant shall inform the Parish Council of any change of address.
 12. If the Tenant commits a breach of any of the terms and conditions and in particular fails to cultivate the Allotment Garden to the satisfaction of the Council, then the Council may enter the Allotment Garden and end the tenancy. As provided by section 1(1) (e) of the Allotments Act 1922.
 13. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
 14. The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:
 - a. the rent is in arrears for 28 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
 15. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the Tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or compensation in respect of deterioration of the land caused by failure of the Tenant to maintain the Allotment Garden in a clean, cultivated and fertile condition, or to recover any rent already due before the time of such re-entry but remaining unpaid.
 16. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
 17. The tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit.

- 18. On the termination of the tenancy, the Tenant shall remove any polytunnel, plants, shrubs, storage boxes, fruit cages or other temporary growing frames in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.

- 19. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the Tenant shall be addressed to the Clerk of the Council.

Signed by

.....
The Tenant

and

.....*[signature of the Council's Proper Officer]*
Ms Sarah Vincent, Clerk of the Council
For and on behalf of the Council