

ALLOTMENT AGREEMENT

WHEREBY IT IS AGREED AS FOLLOWS:

1. Allotment

- 1.1 The Council agrees to let and the Tenant agrees to take the allotment plot situated at the above mentioned site and plot number as on the allotment plan kept by the Council and (hereinafter called the allotment) at a rent notifiable by the Parish Council on the 1st April annually.
- 1.2 The tenant must be a resident of Cholsey village.

2. Tenancy and Rent

- 2.1 The allotment plot shall be held on a yearly tenancy from 1st April to 31st March at an annual rent mentioned above, which is payable to the Council by the Tenant on or before 1st May each year.
- 2.2 The rent due for plots will be reviewed annually and any changes will be given to tenants, in writing, in December to take effect from 1st April the following year.
- 2.3 The tenant shall inform the Council of their termination of the tenancy, thus enabling the Council to allocate the vacant allotment to the first person on the waiting list.
- 2.4 If the tenant wishes to change allotments, they will inform the Council and their name will be added to the bottom of the waiting list.
- 2.5 Water supply shall be included in the rental charge.

3. Cultivation and Use

- 3.1 The tenant shall use the plot as an allotment **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 by the tenant and his family) and for no other purpose, to keep it free of hazards e.g. broken glass, asbestos or scrap metals and reasonably free from weeds and noxious plants and in **a good state of cultivation and good condition**.
- 3.2 The tenant may not carry on any trade or business from the Allotment Site, nor erect any notice or advertisement on the allotment(s) and to use their best endeavours to protect any notice boards, which have been or may at any time during this tenancy be erected upon the Allotment Site by the Council.
- 3.3 The tenant shall have at least $\frac{3}{4}$ of the allotment under cultivation of crops after 12 months and thereafter.
- 3.4 The tenant shall not assign, underlet or part with possession of the allotment(s) or any part thereof without the prior written consent of the Council.

4. Access to Allotments

- 4.1 The tenant has a right to use existing paths between other plots so as to reach their own allotment, however, access through the boundary hedges and fences of the Allotment Site would only be granted under special circumstances with the Council.

5. Conduct

- 5.1 The tenant must comply with the Conditions of Use (Appendix 1)
- 5.2 The tenant must not cause, permit or suffer any nuisance to any other plot holder or neighbouring resident of the Allotment Site and must conduct themselves appropriately at all times.
- 5.3 The Allotment may not be used for any illegal purpose. Anti-social behaviour is strictly prohibited and investigated and could result in the immediate termination of the tenancy agreement.
- 5.4 The tenant or any person who accompanies the tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder. The tenant is responsible for the actions of their children and others entering the Allotment Site with their permission.

6. Termination of Tenancy

- 6.1 The tenancy of the Allotment shall terminate;
 - 6.1.1 automatically on the rent day next after the death of the tenant or
 - 6.1.2 by re-entry by the Council at any time **after giving one month's prior notice in writing** to the Tenant:
 - i) If the rent or any part thereof is in arrears for more than 30 days whether legally demanded or not;
OR
 - ii) If there has been a breach on the part of the Tenant of any of the conditions and agreements herein contained;
OR
 - iii) If the Tenant ceases to reside in the Parish of Cholsey.

7. For its part the Council agrees:

- 7.1 a) To allow the tenant continued access and quiet enjoyment of the plot during the period of the tenancy.
- b) To keep in repair any gates and fences on the allotment(s)
- c) To actively promote the availability of allotments within the community.
- d) To the best of its ability, to maintain vacant plots in a tidy condition
- e) To inspect the allotments regularly to ensure that the Conditions contained herein are not being breached.

Any Notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk or the Estate Manager of the Council for the time being and may be served on the Tenant personally, by email address or by leaving it at his last known place of abode.

The Tenant shall be entitled to compensation on termination of the tenancy only in the event and to the extent prescribed by Section 2 Subsection 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950.

Lesley Caswell
Estate Manager

(SIGNED for the Parish Council)

(SIGNED- Allotment Holder)

APPENDIX 1

Conditions of use

1. Inspection
 - 1.1 An officer of the Council, if so directed, may enter an allotment for inspection of the state of cultivation and general condition of the plot, sheds, greenhouse type construction, polytunnels and any livestock.
2. Water/Hoses/Bonfires
 - 2.1 The tenant shall practice sensible water conservation, utilise water butts on sheds and other buildings and consider mulching as a water conservation practice.
 - 2.2 The water supply is only to be used for the purpose of filling water tanks or other water receptacles. Hoses may be temporarily attached only for the purpose of filling water tanks. **Please note that the water supply will be turned off by the Council for the winter months to avoid frost damage to the supply. A notice will be posted on notice boards in the allotments in advance of this happening.**
 - 2.3 Bonfires are allowed for the burning of materials from the Allotment only i.e. diseased plants and dried out organic material that will burn without smoke or hazardous residue between the hours 14.00 and 16.00 in Winter, agreed and confirmed by the Council. For these purposes, Winter is defined as being from when British Summer Time ends in October until British Summer Time begins in March. These dates/times will be displayed on the notice boards. All fires must be **attended at all times** and **not** cause a nuisance to neighbouring residents or other plot holders. When lighting a bonfire take into consideration weather conditions, e.g windy conditions, direction of wind, very dry conditions. **All fires must be completely extinguished before leaving the site.** The tenant shall not bring or allow to be brought on to the Allotment Site any materials for the burning of such waste.
3. Dogs
 - 3.1 The tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a short leash and remains on the tenants Allotment only. Any faeces to be removed and disposed of in the Dog Bins on site by the tenant.
4. Livestock
 - 4.1 Except with the prior written consent of the Council the tenant shall not keep any animals or livestock on the Allotment plot save rabbits and hens (no cockerels) to the extent permitted by

Section 12 of the Allotments Act 1950, and to dispose in a careful and safe manner, so that no nuisance or annoyance, that shall arise from all excreted matter from the livestock.

4.2 Livestock must be kept so that they are not prejudicial to health or a nuisance.

4.3 The livestock will be kept in healthy and hygienic conditions e.g. minimum space per hen is 1 square metre.

5. Buildings and Structures.

5.1 The tenant shall not, without the prior written consent of the Council, erect any structure (to include any buildings) on the allotment and to keep such structures in good and safe repair. Any such structure must be removed in its entirety on termination of the tenancy unless otherwise agreed with the Council.

5.2 The tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the council.

5.3 No asbestos to be used in the construction of buildings/structures or to be stored on the allotment site.

5.4 The Council will not be held responsible for loss by accident, fire, theft or damage from the Allotment.

6. Chemicals, Pests, Diseases and Vermin

6.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

6.2 When using sprays or fertilisers the tenant must take all reasonable care that adjoining plots and growth are not adversely affected and as far as possible use products which will cause the least harm to the public and wildlife.

6.3 Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

7. Hedges and paths.

7.1 The hedgerows which form the boundary of the Allotment Site are the responsibility of the Council and as such the tenant will inform the Council should they become overgrown.

7.2 The tenant shall keep pathways between plots trimmed and well maintained up to the nearest half by each adjoining tenant

7.3 Barbed or razor wire (or similar) shall not be used on the allotment.

8. General

8.1 The tenant shall not deposit or allow other persons to deposit on the Allotment any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges surrounding the Allotment Site.

8.2 All non-compostable waste shall be removed from the Allotment Site by the tenant.

9. Car Parking

9.1 Only the tenant or person(s) acting for them shall be permitted to bring cars onto the Ilges Lane Allotment site, where applicable, and not obstruct the haulage ways at any time.

9.2 The tenant shall take into consideration the neighbouring properties when parking cars on the road around the allotment sites.