

**WESTON LONGVILLE PARISH COUNCIL**  
**ALLOTMENT TENANCY AGREEMENT**

**Introduction**

Prospective tenants must be residing in the parish to be offered a plot or in order to go on the waiting list for a plot to be offered.

In periods of high demand ie when the number of people waiting for a plot is more than 25% of the total plots available, then the number of plots per household may be reviewed and tenants with more than one plot asked if they would be prepared to share but they may decline.

In the unfortunate cases of vandalism or thieving on the allotments WLPC cannot be liable.

WLPC has the right to refuse admittance to any person other than the tenant or member of their family, unless accompanied by the tenant or member of the family.

Whilst the allotment site is wholly owned by the WLPC, access to the allotments is via a vehicle and pedestrian Right of Way over land owned by the landlords of the properties numbers 9 and 10 Woodforde Close. It is permissible to take a vehicle to the allotment site in order to drop off goods and equipment but this must not occur when the ground is too soft to prevent wheel markings and the vehicle may only be left on the Right of Way during the unloading period. At no point must the Right of Way be blocked by vehicles left unattended. No caravans or cars are permitted in allotment gardens. Parking is not permitted on the plots themselves.

1.1 **THIS AGREEMENT is made on .....** **BETWEEN** Weston Longville Parish Council (“WLPC”)  
and

**Name:**.....

**Address:**.....

**Town:**.....

**Postcode:**.....

(the named person is referred to throughout this agreement as “the Tenant”, “you”, “yours” or “yourself”).

The tenant must inform WLPC immediately of any change of address.

**2 WHEREBY IT IS AGREED as follows:**

2.1 Agreement to let, description of allotment and term.

You agree to take the allotment plot number ..... situated to the rear of Woodforde Close as numbered in the register of allotment gardens kept by WLPC and containing in whole approximately ..... square metres (“the Allotment”) on a yearly tenancy from ..... at the current yearly rental of ..... The yearly rental is subject to annual review.

## 2.2 Rent

You agree to pay WLPC the specified yearly rent, payable in advance from the date stated in clause (1) of this Agreement, for the 12 months following. There is no pro-rata for part years. On each anniversary of that date you agree to pay for the following year (or years) such increased yearly rent as the WLPC requires (but subject to Section 10(1) of the Allotments Act, 1950) and gives you previous written notice, but a proportionate part if this tenancy extends over part of a year.

The rent currently in force will be subject to annual review by the council.

## 3 Details of the tenancy

The tenancy is subject to the Allotment Acts 1908 and 1950 and also the following conditions. You agree with WLPC to observe and perform the conditions set out below;

3.1 Tenant shall not sublet or assign or part with possession of any part of the allotment plot. Should the plot become too large to manage easily then arrangements can be made with the Parish Council to sub divide the plot and sign a new lease. It must be noted here that sharing an allotment with someone else does not confer any rights to that person, the tenancy remains with you, and on its surrender is offered to the next person on the waiting list.

### 3.2 Use and conduct.

The tenant shall use the plot as an Allotment and Leisure Garden only, wholly and mainly for the production of vegetables, fruit or flower crops for consumption or enjoyment by the tenant and his/her family and for no other purpose and not for profit.

The tenant or anyone of any age accompanying them shall not enter onto any other plot at any time without the express permission that plot holder.

The tenant must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.

### 3.3 Cultivation

The tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the plot is being worked all year round. It can be noted here that bases for any permitted structures (glasshouses, sheds and poly tunnels), water butts and compost heaps must be sited within the plot boundary and these areas are exempt from this requirement to cultivate.

Within the first three months of the tenancy 25% of the plot must be under cultivation with crops. This is discretionary on the condition of the plot at the time of tenancy agreement and time of year the plot is let. After three months it must be seen that the plot is regularly tended to, and showing signs of progress.

The tenant must notify WLPC of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness.

Written consent from WLPC is required to plant any trees which must be on dwarf root stock.

### 3.4 Allotment boundaries

The tenant shall keep all footpaths surrounding the plot in good condition, including mowing, weeding and keeping them free from obstructions.

The tenant shall keep shrubs, plants and structures away from fences of adjoining premises by at least 50cm.

The tenant shall maintain every hedge, tree, shrub or fruit bush that forms part of the allotment plot on a regular basis.

### 3.5 Green waste, bonfires and rubbish

Tenants shall compost all green waste on their plot in self-built or ready-made containers.

All refuse emanating from allotment cultivation that is not compostable must be disposed of offsite.

Bonfires may only be lit on the allotment garden when the wind is in a direction such that the smoke will not cause a nuisance to others, and following the guidelines for domestic bonfires issued by Environmental Health Dept, BDC.

The allotment plot must be kept clean and tidy, which means that the plot must be kept free of rubbish, sheet plastic and old carpet, plastic bags, plants pots and other such containers that are no longer being used on the allotment. The exception being where plastic / carpet is being used for weed suppression subject to the cultivation requirements outlined in 3.3

The tenant must not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).

### 3.6 Environment

The use of pesticides and insecticides must be kept within the plot holders own plot and tenants must ensure that they are not left unattended at any time. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended 1997).

If using such pesticides and insecticides, the tenant must take all reasonable care to ensure that wildlife and adjoining plots hedges and trees and crops are not adversely affected. The tenant must respect all wildlife that inhabits the allotment and not to harm any species in any manner that is in violation to the Wildlife & Countryside Act 1981.

### 3.7 Structures

Written consent from WLPC is required to erect or place anything on the allotment, including a shed, greenhouse and poly tunnel.

Permission will be granted, if all stipulations in the consent form are met, on the condition that the structures will be well maintained and that they do not interfere with neighbouring plot tenants or residential properties.

If the tenant is granted permission for a greenhouse or shed, a system of guttering must be placed on a greenhouse roof or shed roof so as to collect rainwater in one or more water butts. WLPC can order the removal of any structure that has not been approved or is not well maintained.

The tenant must remove from the allotment garden any broken or vandalised items such as glass from greenhouses and cold frames.

Tenants must be aware that anything that is placed on the allotment is not covered against theft, vandalism or storm damage. The council is not liable for loss or damage to property. The tenant must not enclose the plot with any form of fencing or use barbed wire in any circumstance.

### 3.8 Livestock

No livestock, for example but not exclusively, hens, ducks, pigs, bees shall be kept on the allotment.

No animals are to be brought into any allotment garden, except for dogs on leads owned by tenants.

### 3.9 Disputes

Any dispute between yourself and another allotment holder or adjoining householder shall be referred to WLPC whose decision on the matter shall be final.

## 4 **Enforcement of the tenancy.**

For the purposes of management and maintenance an officer of WLPC can at anytime enter the allotment garden to carry out plot inspections.

If this tenancy is breached the **28 Day Notice to Quit Enforcement Process** is started, "Enforcement Notice 1" is sent to the tenant through the post. This notice requires the tenant to contact WLPC to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. WLPC will inspect the plot after 14 days to ensure that the breach is remedied. If within 14 days the tenant does not respond either by remedying the breach or contacting WLPC to discuss any extenuating circumstances, WLPC will send through the post an "Enforcement Notice 2" giving the tenant a further 14 days to remedy the breach of tenancy or advise of any extenuating circumstances. If, within the further 14 day period the tenant does not respond either by remedying the breach or contacting WLPC to discuss any extenuating circumstances, WLPC will automatically terminate the tenancy.

Any notice given by WLPC in respect of this agreement shall be sufficient if sent by post to the last known address of the tenant.

The 28 Day Notice to Quite Enforcement Process can be stopped at anytime providing the breach of tenancy is remedied.

## 5 **Termination of the tenancy.**

The tenancy of the allotment plot shall automatically cease of any one of the following circumstances:

On the death of a tenant.

On the rent or any part of it being in arrears for more than 40 days.

If the tenant has not responded to WLPC or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.

A Termination letter will be sent to the tenant stating the reasons why the tenancy has been terminated and that they have 10 days to remove their belongings (gardening tools, shed, greenhouse etc unless otherwise agreed by the council) and any crops from the plot and return the key and tenancy agreement to WLPC.

The tenant must be available to meet the council for one final inspection if required.

Only when WLPC is satisfied that the plot has been left tidy, free from excessive weeds and general waste will the WLPC determine the agreement.

In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish removed first WLPC will do the necessary work and reclaim the costs incurred from the tenant.

WLPC will not reimburse for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.

The tenancy of the allotment garden shall determine on WLPC giving one months notice if the conditions of the tenancy are breached and whenever the tenancy or right of occupation of the council terminates.

**6 Tenancy review & amendments**

WLPC reserves the right to review and amend if necessary the forgoing rules and regulations at anytime

**7 IN WITNESS whereof WLPC and the Tenant have executed this Agreement as a Deed the day and year above appearing**

SIGNED as a Deed by the duly authorised officer of Weston Longville Parish Council

SIGNED as a Deed by the said

.....  
Allotment Holder