

HEADLEY PARISH COUNCIL
ALLOTMENT GARDEN AGREEMENT

AN AGREEMENT made on this **1st day of January Two Thousand and Seventeen (2017) FOR A PERIOD OF 3 YEARS EXPIRING ON 31st day of December Two Thousand and Twenty (2020) BETWEEN HEADLEY PARISH COUNCIL** (hereinafter called “the Council”) of the one part and of the **PLOTHOLDER** (hereinafter called “the Tenant”) of the other part:

NAME:

ADDRESS:

TEL:

E-MAIL ADDRESS:

Whereby the Council agrees to let and the Tenant agrees to hire as a tenant allotment garden numbered of 30' x 30' (half plot) / 60' x 30' (full plot) or thereabouts at a yearly **rent** of which is payable on the **first day of January in each year** together with an initial deposit payment of ...£50.00..... (an invoice will be issued) and as a proportionate rent for any part of a year over which the tenancy may extend.

THE TENANCY is subject to the Tenant being a paid up member of the Headley Allotment Holders Association (currently a £1.00 subscription fee), further details of which are available from the Parish Council, and is also subject to the provisions of the Inclosure Act 1845 and of the Allotments Acts 1908 and 1950.

THE TENANT AGREES WITH THE COUNCIL:

- A. To pay a deposit of £50 to Headley Parish Council and a further £25 for subsequent additional half plots.
- B. To agree that the deposit will be forfeit if the tenant does not abide by the conditions of this agreement and the Council, having taken reasonable steps to notify and inform the tenant of the action required by the Council, then has to pay for all necessary works to bring the plot back to a standard suitable for re-letting.
- C. To cultivate a minimum of 75% the Allotment Garden in such a manner as shall preserve its fertility, and to keep all areas tidy, safe and free from flowering weeds, grass and rubbish. Cultivation requires the tenant to regularly dig, mulch, prune and weed 75% of the plot. Compost bins, greenhouses, water butts, poly tunnels and fruit cages are also included within the cultivated area as are ornamental flower crops.
- D. To keep ALL paths around each Allotment Garden mowed and clear from weeds and overgrowing plants and all obstructions.
- E. To be considerate to fellow plot holders and to take steps to prevent undue annoyance or disturbance to adjoining allotment gardens or the owners or occupiers of dwellings adjoining or adjacent to the Allotment Garden.

- F. To access the Allotment Garden only by the authorised gateways, and not to make any other means of entry to, or exit from, the Allotment Garden.
- G. To respect the residents of May Close and to drive slowly to the top entrance gate.
- H. To permit any Officer of the Council, or any person appointed or authorised by the Council to enter upon the Allotment Garden at all reasonable times for the purpose of inspecting the same.
- I. Not to erect any shed, Greenhouse or Poly-tunnel or any permanent structure, on or near the Allotment Garden without having first obtained consent from the Council. All structures are subject to size and material restrictions, the specification can be found in **Appendix 1**.
- J. Should a Tenant terminate an Allotment Garden Agreement that is for a plot on which the Tenant has erected a shed or greenhouse, the Tenant must remove the structure within 30 days of the termination of the Agreement, unless a written agreement transferring responsibility is available before this time.
- K. The Council will not be responsible for any structures or their contents that may be erected on the Allotment Gardens.
- L. Not to erect or display any advertisement of any kind whatsoever except on the notice board provided at the entrance to the Allotment Gardens.
- M. Not to share, sub-let or part with the possession of the Allotment Garden, or any part thereof.
- N. Not to use barbed or razor wire.
- O. Only fruit trees bearing edible fruit commonly associated with garden orchards are permitted on plots. All fruit trees must be pruned regularly to ensure that they do not exceed the boundaries of the holder's plot or cause excessive shading to neighbouring plots. All new fruit trees must be on dwarf rootstock.
- P. Not to take, sell, or carry away or permit to be taken, sold or carried away any mineral gravel, sand, clay, turf or soil from the Allotment Garden.
- Q. Not to deposit any refuse on the boundary banks, or on any track, path, or other Allotment Garden. To use only the designated area for such refuse as is obtained from the normal cultivation of an Allotment Garden and not for items from other sources, nor for material which may fail to decompose within 2 years (such as netting, posts and other wood). When depositing materials in the designated area, to ensure they are placed as far back as possible.
- R. To use water only by means of a watering can or by hand held hosepipe for watering the Allotment Garden and not to attach any sprinkler. The Council reserves the right to withdraw the use of hosepipes should the need arise.
- S. To observe and perform any other condition which The Council may from time to time approve or consider necessary for the proper regulation of the Allotment Gardens that are issued as an Addendum to the Agreement.
- T. Not to allow any dog on the allotment, other than a Guide Dog.

U. Whilst children are welcome on the allotments, they must be kept under control by supervising adults and, for their own safety, confined to their own plots.

THE TENANCY HEREBY CREATED shall end on the death of the Tenant, and **MAY ALSO BE ENDED BY:**

1. Twelve months or longer **NOTICE IN WRITING** to quit from the Council expiring on or before the **FIRST DAY OF JANUARY** or on/after the **LAST DAY OF JUNE IN ANY YEAR.**
2. **RE-POSSESSION** by The Council if the rent is in arrears one month following the annual January invoice and reminder.
3. **RE-POSSESSION** by The Council after **ONE MONTH'S NOTICE IN WRITING** from the Council if the Tenant shall at any time after the third month of the tenancy **CONTRAVENE OR NEGLECT TO COMPLY WITH** any of the Conditions of this Agreement and the deposit forfeit, or shall have gone to reside more than 3 miles outside the boundary of the Parish. In any such event the Council shall not be required to make to the Tenant any payment whatsoever, by way of a refund of rent or of compensation, even when the allotment plot has been re-let.
4. **THE TENANT** giving The Council notice of a minimum period of one month.

ANY NOTICE OR CONSENT that may be given under this Agreement **SHALL BE IN WRITING**, and if given by The Council shall be signed by an Officer of the Council, and if given by the Tenant shall be signed by the Tenant and delivered to the Clerk at the Parish Council's Office.

SIGNED

For and on behalf of the Council:

.....
Assistant Clerk to the Council

SIGNED

By the Tenant:

.....

Date

ALLOTMENT GARDEN AGREEMENT

APPENDIX 1

APPENDIX 1 of the AGREEMENT is concerned with the Council's specification of sheds and greenhouses if written consent has been given to a Tenant for the erection of a shed or greenhouse on their allotment.

The erection of a shed or greenhouse is subject to it being of the specifications detailed below.

Details of the size, materials and construction, shall be agreed with the Headley Allotment Holders Association when approval is being sought.

SHEDS

SPECIFICATION:

To measure no more than 6ft x 4ft.

To be constructed of wood with a mineral felt roofing.

To only be treated with safe preservative.

GREENHOUSES

SPECIFICATION:

To measure not more than 8ft x 6ft.

To be purpose built and not be constructed from odd materials.

POLY TUNNELS

SPECIFICATION:

To measure not more than 8ft x 6ft.

ALLOTMENT GARDEN AGREEMENT

APPENDIX 2

APPENDIX 2 of the AGREEMENT is concerned with keeping Bees or Hens on the allotments.

BEES

- a) Written consent to keep bees must be sought from the Parish Council.
- b) Insurance will be the responsibility of the beekeeper and written confirmation to be forwarded to the Parish Council.
- c) Neighbouring properties and allotment holders must be consulted.
- d) Hives must be positioned to encourage upward flight. The location must be safe and risk assessed.
- e) The bee colony should be docile and well managed.
- f) There will be a maximum of 6 hives allowed on the whole allotment site.

LIVESTOCK (HENS)

Hens may be permitted but permission must be sought from the Parish Council. The tenant must take positive steps to ensure they care for their livestock properly and in particular must provide for the five welfare needs, which are:

- a) need for a suitable environment.
- b) need for a suitable diet.
- c) need to be able to exhibit normal behaviour patterns.
- d) need to be housed with, or apart, from other animals.
- e) need to be protected from pain, suffering, injury and disease.