

THIS AGREEMENT made the .....day of..... 2020, between

Sutton By Dover Parish Council (the “**Council**”) and

.....

of.....(the “**Tenant**”)

The Council agree to let and the Tenant agrees to take on a yearly tenancy from 1 April 2020 the Allotment Garden at Ashley bordered red on the attached plan and consisting of square metres (the “**Plot**”) at an annual rent of £10 payable yearly in advance. This agreement replaces all other agreements between the Council and the Tenant relating to the Plot.

The Tenancy will automatically renew upon the anniversary of its grant in each subsequent year unless and until it is terminated in accordance with the provisions of Section B.

A. THE TENANT AGREES WITH THE COUNCIL TO THE FOLLOWING CONDITIONS:

1. To pay the basic rent any additional charges as the Council may from time to time by notice to the Tenant specify.
2. To use the Plot only as an allotment garden and not for any other purpose and to maintain the whole Plot in a proper state of cultivation appropriate to the season.
3. Not to sub-let, share, assign or part with any part of the plot. Allocation of allotments is via a shortlist administered by the Council.
4. Not to damage or interfere, by his or her acts or omissions, nor to allow any others to do so, any fences, gates, signs, taps or other property of the Council or other plot holders on or neighbouring the site of which the allotment is part.
5. To ensure all paths are kept free of obstructions and hazards at all times and not to remove boundary fences.
6. To allow, where the Plot joins another, clear uncultivated strip of at least 30cms.
7. Not to erect any fencing on the Plot, without prior consent from the Council. Consent will only be considered for safe permitted materials **no higher than 1m**. Maintaining the fence remains the responsibility of the Tenant and must be removed at the Councils request. Under no circumstances must barbed or razor wire corrugated metal of any kind or any material containing asbestos be used.

8. Not to erect any notices or advertisements on the Plot or around the site.
9. Not to bring to or keep on the plot any metal sheeting, tins, drums, barrels or other such items. Only plastic water barrels/tanks to be used for collection of rainwater.
10. Not to deposit, or allow deposit of, anywhere on the site refuse, spoil or other materials, excepting only manure or compost in such quantities as is reasonably required for cultivation. Compost and manure must be kept in safe and suitable containers. All rubbish and waste must be removed regularly by the Tenant from the site.
11. To ensure tools and equipment are not left unattended in such a way as to cause harm or injury when not in use are stored safely.
12. This Council will not accept any responsibility for theft, loss or damage of property or physical harm caused by the Tenant's negligence to such items nor any resulting injury however caused. Tenants are advised not to leave valuables or tools on any allotment garden.
13. Not to allow children under the age of 16 on to the site unless accompanied by an adult at all times
14. Not to allow dogs on to the site unleashed unless contained within the Plot and to clear away immediately from the site any faeces which may arise.
15. Not to erect any building or structure including any temporary structures (including tents and play equipment) on the Plot without the written consent of the Council. If such permission is granted then the building/structure must be removed at the end of the tenancy.
16. To maintain the entire plot in a proper state of cultivation appropriate to the season, weed free and with the soil kept in a fertile condition.
17. To routinely minimise pests and diseases and rodent infestation by organic methods. Where infestation becomes a threat to crops to use only chemicals approved by Department of Food and Rural Affairs. Utmost care must be taken to ensure such chemicals do not spread outside the plot and are stored in a secure location in the original packaging.
18. Not to plant fruit trees or bushes to more than 1/4 of the Plot without written consent from the Council, nor allow any plant to overhang, overshadow or obstruct adjacent plots or paths nor grow to such a size so as to require professional pruning. Not to plant flowers on more than 1/4 of the Plot.
19. Not to bring nor keep livestock on the Plot.

20. Not to keep bees or hives on the plot without written consent from the Council and on production of accreditation from the British Beekeeping Association.
21. Not to use hosepipes other than for topping up water butts. Tenants are expected to collect rainwater for the cultivation of crops, storing it only in plastic, covered containers, only as a last resort should the mains water supply be used. The Council and the water supply company may impose further restrictions on the use of mains water. The Tenant must comply with these. The mains water supply will be turned off for the period 1 November to 1 April each year.
22. To limit bonfires to the hours of daylight and the months of October to May inclusive and having regard to wind direction and temperature inversion to avoid causing a nuisance to nearby residents. Bonfires must be of a small size, preferably contained, attended constantly and properly banked down when finished.
23. Not to excavate any holes on the plot without written consent from the Council. Not to leave any permitted hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.
24. Not cause any nuisance, annoyance or offence to other users of the site, contractors or officers of the Council.
25. To maintain public liability cover for their own activities on the Plot (which may or may not form part of their household insurance cover). The Tenant shall remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim.
26. To observe and fully comply with all enactments, statutory instruments or other byelaws orders or regulations affecting the plot.
27. On termination of the Tenancy to clear the plot of all fixtures and fittings belonging to the Tenant and all waste unless agreed in writing with the Council.
28. Tenants must inform the Council of any change of address and provide emergency contact details.
29. No alcohol must be brought onto or consumed on site.
30. Tenant must not sell any produce grown on the Plot or the plot of any other tenant. All produce grown on site is for Tenant and their family and friends' consumption only.
31. Tenants may not camp or stay overnight on any plot or part of the site.

32. Not to harvest fruit from the community orchard without the prior written approval of the Council.

## B. TERMINATION OF THIS AGREEMENT

This agreement can be terminated in any one of the following ways:

1. On the death of the Tenant
2. By the Tenant giving one months' notice to quit in writing expiring at any time.
3. By the Council giving not less than twelve months' notice to quit expiring on or before 1 April or on or after 29 September in any year.
- 4 At any time after giving 1 months' notice on account of the plot being required for any of the purposes set out in paragraph (b), (c), or (d) of sub-section 1 of section 1 of the Allotments Act 1922.
- 5 At any time after giving 7 days' notice in writing to the Tenant:
  - (a) If the rents or any part of them are in arrears for 40 days or more whether legally demanded or not.
  - (b) If there has been any breach of this agreement by the Tenant.
6. Upon the Tenant ceasing to reside in the Parish of Sutton by Dover after giving notice in writing to the Tenant to expire upon either 1 April or 30 September whichever falls next.
7. In the event of this agreement being terminated under clause B2 and either of the provisions in clause B5 no part of the rent paid in advance will be refunded.

## C. NOTICES

Any consent or notice required to be given by the Council to the Tenant may be validly given by an officer of the Council and may be served on the Tenant either in person or by posting to his or her last known address by first class post or by fixing the same to the allotment as recorded in this agreement in a conspicuous manner. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid envelope to the Clerk to the Council or handed in person to an Officer of the Council.

Signed: ..... On behalf of the Council Date .....

Signed: ..... Tenant Date .....

March 2020 – Next Review due March 2021