



## West Dereham Parish Council

### TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(That is plots up to 40 poles or 0.101 hectares\*)

(For domestic cultivation only)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 201  
between West Dereham Parish Council

(‘the Council’) and .....

of .....  
(‘the Tenant’) by which is agreed that:

#### Fees

1. The Council shall let to the Tenant the Allotment Garden situated at Hilgay Road, West Dereham, PE33 9RW and referenced as Plot Number ..... in the Council’s Allotment Plan (marked for identification purposes only on the plan attached).
2. The tenant shall pay a yearly rent as below on the \_\_\_\_\_ day of \_\_\_\_\_ in each year and the first such payment shall be due immediately on the commencement of the tenancy. The tenant shall also pay a deposit as follows, to cover the cost of rotivating a plot left in poor condition:-

	<b>Full plot</b>	<b>Half plot</b>	<b>Quarter plot</b>	<b>Eighth plot</b>
<b>Deposit</b>	£100	£75	£50	£25
<b>Rent</b>	£35	£25	£20	£15

#### Terms

3. The tenant shall during the tenancy carry out the following obligations:
  - a. Keep the allotment garden clean and in a good state of fertility and cultivation; once vacated, to be left in the same condition as when the lease began;
  - b. Not cause a nuisance or annoyance to other allotment holders or the occupiers of land adjoining the Allotment Garden;
  - c. No livestock shall be kept on the Allotment Garden;
  - d. No animal shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with their authority or approval;
  - e. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
  - f. The tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence (see n and o) the Garden without first obtaining the written consent of the Council. Each tenant is permitted one shed and one greenhouse, each building shall not exceed 8 feet by 6 feet and must be of solid, safe construction, as approved by the Parish Council, on a non-permanent base and must not include industrial glass. It must be removed at the end of the tenancy;
  - g. The tenant shall not, without first obtaining the written consent of the Council, cut, lop or fell any tree growing in the Allotment Garden. The growing of any tree is not permitted;

Revised October 2019 (To be reviewed October 2020)

- h. The tenant shall cultivate the Allotment Garden, and shall use it only, for the production of soft fruit, vegetables and flowers for direct domestic consumption;
  - i. The tenant is encouraged to participate in the advertised quarterly inspection of the Allotment Gardens by the Parish Council. If any breaches have occurred they will be discussed with the tenant, if available, or they will be notified in writing;
  - j. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens; the tenant will take care not to damage the grass roadways, public paths or other plots (marked on the plan attached);
  - k. No toxic or household waste may be disposed of at the allotments although composting of green and organic waste is permitted in a suitable container. Delivery of farm yard manure is permitted. There is a need to be aware of the manufacturer's advice and dosage guidance when using chemicals and fertilisers;
  - l. Tenants should carry third party insurance to cover accidents to other tenants and members of the public. Tenants will be responsible for insurance cover for their property i.e. shed, tools or personal accident. The Council will not be responsible for any loss or damage to tenants' property or accidents within tenants' plots;
  - m. Tenants shall not use any floor-covering or cardboard as weed suppressant;
  - n. Tenants may fence the Allotment Garden after first obtaining the Council's written consent and must maintain and keep their fences and gates in good repair;
  - o. All fencing must be removed at the end of a tenancy unless agreement has been reached with the Council that it may remain;
  - p. Bonfires must not be left unattended. Legislation is in place which tenants must comply with to ensure that your bonfire does not contravene the Environmental Protection Act. Tenants are advised that, wherever possible, they should compost garden refuse (see 4k). When the burning of garden refuse is unavoidable material should be left until it is completely dry and small quantities only should be added to the fire. All fires must be fully extinguished before leaving.
4. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

### **Cessation of Tenancy**

- 5. If the tenant is in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the tenancy shall end but without prejudice to any right of the Council to claim damages for any breach or to recover any rent already due but remaining unpaid. The deposit will be forfeited in order to return the plot as required in clause 4a.
- 6. If there is no activity on a plot for 3 months, the tenant shall be deemed to have abandoned it and shall be sent a letter terminating the contract.
- 7. On the termination of the tenancy, the tenant shall be entitled to receive such compensation as is provided by the Allotment Acts 1908 to 1950, but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give notice in writing of the matters in respect of which any such compensation has been paid or promised.
- 8. The tenancy may be terminated by the Council serving on the tenant not less than twelve months written notice to quit, expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year. The tenant may give two months' notice.

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9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk to the Council (proof of posting will be required) and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.

*The Council will review the terms of the Tenancy Agreement annually, but in addition reserves the right to amend the rules at a public meeting whenever it deems it necessary.*

**SIGNATURES**

Clerk to West Dereham Parish Council .....

Tenant .....

Allotment Liaison Officer - Please tick the box if you are happy for the Clerk to pass on your contact details to our ALO.

**For Information**

\*The Allotment Gardens were measured pre-decimalisation, hence all measurements are in yards; one yard equates to 0.9144 Metres.

Plot sizes

Whole plot	72 yards x 11 yards
Half plot	36 yards x 11 yards
Quarter plot	18 yards x 11 yards
Eighth plot	9 yards x 11 yards