Weald Parish Council

Allotment Gardens

AN AGREEMENT made this ………day of …………..two thousand and twelve

Between the Parish Council of Sevenoaks Weald (herein called ‘the Council’)

of the one part and …………………… …………..…… ………….. (hereinafter

called ‘the Tenant’) of the other part.

The Tenant must notify the Council immediately of any change of address.

The tenancy is subject to the Allotments Acts 1908 to 1950 and to the  Regulations endorsed on this Agreement and also to the following conditions:

{C}{C}{C}1.  {C}{C}{C}The rent shall be paid annually on Michaelmas Day one year in arrears;

{C}{C}{C}2.  {C}{C}{C}The Tenant shall not underlet, assign or part with the possession of the allotment garden or any part thereof without the written consent of the Council;

{C}{C}{C}3.  {C}{C}{C}The Tenant shall keep the allotment garden clean and in a good state of cultivation, keep the parts around his/her own allotment garden in good order and, on terminating the tenancy, clear of all structures and rubbish. The Council reserves the right to terminate the tenancy of anyone who does not cultivate in excess of 50% of the allotment garden for one complete year. The tenant must notify the Council of any changes in circumstances which might temporarily prevent cultivation. The Tenant shall use the plot wholly and mainly for the production of vegetables, fruit or flower crops for his/her own consumption and not for profit;

{C}{C}{C}4.  {C}{C}{C}The Tenant may not remove topsoil or turf from the plot. When clearing a plot, turf must be stacked on the plot and replaced when rotted down;

{C}{C}{C}5.  {C}{C}{C}The Tenant shall not cause any nuisance or annoyance to the occupiers of any other allotment garden, or obstruct any path set out by the Council for the use of occupiers of the Allotment Gardens;

{C}{C}{C}6.  {C}{C}{C}Children on the allotment must be supervised at all times by the Tenant and dogs may only be allowed if on a short leash;

{C}{C}{C}7.  {C}{C}{C}Cars may not be parked on the allotment gardens;

{C}{C}{C}8.  {C}{C}{C}The Tenant shall not plant, cut or prune any timber or other trees other than own his/her own allotment without the prior written consent of the Council. The Tenant shall ensure that any trees on his/her own plot do not overhang or obstruct adjacent paths or plots;

{C}{C}{C}9.  {C}{C}{C}The Tenant shall obtain the written consent of the Council erect any building on the allotment garden and any shed or greenhouse allowed is to be kept in a reasonable state of repair. The Tenant shall be responsible for the removal of any buildings on the termination of this agreement unless required by the new Tenant and with the permission of the Council;

{C}{C}{C}10. {C}{C}{C}No non biodegradable waste shall be left on any areas of the allotment gardens;

{C}{C}{C}11. {C}{C}{C}No allotment holder shall rent more than three plots without the consent of the Council;

{C}{C}{C}12. {C}{C}{C}The Tenant shall not keep any livestock on the allotment without the prior written consent of the Council. Any such livestock must be cared for to the satisfaction of the Council and any vermin which may result from the keeping of livestock is to be dealt with by and at the cost of the Tenant;

{C}{C}{C}13. {C}{C}{C}Sprinklers and other irrigation systems may not be attached to site water taps. Hand held hoses may be used when no banning order is in place. Hand held hoses shall not be left attached to site water taps when the Tenant is not present;

{C}{C}{C}14. {C}{C}{C}Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment garden;

{C}{C}{C}15. {C}{C}{C}The tenancy of the allotment garden shall terminate on the yearly rent day after the death of the Tenant. It may also be terminated by the Council by re-entry after 28 days notice;

{C}{C}{C}·        {C}{C}{C}If the rent is in arrears for not less than 40 days OR

{C}{C}{C}·        {C}{C}{C}The Tenant has breached the conditions of his tenancy and has not remedied the breach during the 28 days notice to quit process.

The Tenant will have 10 days from the expiry of the 28 day enforcement notice to remove all their belongings from the site. In the event that the Tenant does not remove possessions and clear rubbish from the site, the Council may do the necessary work and reclaim the costs incurred from the Tenant.

The tenancy may also be terminated by the Council or the Tenant by twelve months previous notice in writing on or before the 6th day of April or on or after the 29th day of September in any year.

Signed……………………………………………………………..

Clerk of the Council

Signed……………………………………………………………..

Tenant

Witness…………………………………………………………….