**TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

**(PLOTS UPTO 40 POLES OR 0.010 HECTARES- FOR DOMESTIC CULTIVATION ONLY)**

**This agreement is made on the between Shillingstone Parish Council (hereinafter called the Council) and**

**(hereinafter called the tenant)**

**Policy for all Allotment Holders**

1. **Definitions**

1.1. "The Council" means Shillingstone Parish Council and any person authorised to act on behalf of the Council.

1.2. "Allotment Site" means an area of land set aside by the Council, for the purposes of growing vegetables, flowers, and fruit.

1.3. "Allotment Garden" means an area of land, which may vary in size, within each allotment site, that is available to rent for an annual sum.

1. **Introduction**

2.1. This document sets out:

* The eligibility criteria for renting an allotment garden
* Procedures for allocation of allotment gardens
* Allotment administration
* Allotment terms and conditions

2.2. The Council reviews this allotment policy annually, and makes any changes known by publishing the revised policy on its website.

2.3. The legal relationship between Shillingstone Parish Council as landlord and allotment holders as tenants, is defined within tenancy agreements.

1. **Eligibility criteria for renting allotments**

3.1. To be eligible to rent a statutory allotment a person must be 18 years or older and a resident not beyond three miles of the defined Parish of Shillingstone. The Council maintains a waiting list for eligible persons only across all Council owned sites. The Council reserves the right not to accept applications for allotments

1. **Allocation of Plots**

4.1. The Council supplies information regarding vacant plots as they become available to the person or persons at the top of the waiting list, to allow applicants to visit and inspect the plot, before making a decision to confirm their tenancy. In making such offers the Council endeavours to take into account applicants’ stated preferences for site and size of plot.

4.2. Where, more than one plot becomes available at the same time, the Council contacts the appropriate number of people at the top of the list regarding the vacant plots and these are allocated on a “first come first served basis”.

4.3. Applicants at the top of the list are given first refusal for the tenancy/tenancies and three weeks to respond in writing to the offer. If no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take an offered plot, applicants may defer twice and retain their place in the list until another plot becomes available. If applicants wish to defer a third time, their names will be moved to the bottom of the list. If the plot is not taken by the person at the top of the list it is offered to the next person on the list.

4.5. When an applicant confirms their wish to commence a new tenancy, having identified the vacant plot and clarified that they are eligible, they are required, within ten working days, to sign a tenancy agreement, and to pay appropriate charges and fees before being allowed to start work on the plot (unless these are waived by agreement).

4.6. The preferred method of payment is via BACS payment.

4.7. All allotment plots are let on an as seen basis. The Council is not able to carry out improvement or clearance works for new tenants, beyond making the plots safe. The Council may at its discretion carry out appropriate actions to tidy any vacant overgrown plots. The Council reserves the right to divide or amalgamate plots as they become vacant at its discretion.

4.8. Each allotment tenancy is leased in the name of one person only, even if more than one person works on the plot. There is no automatic right of inheritance.

4.9. The tenancy of an allotment is personal to the tenant named in the agreement.

4.10. The tenant may not assign, sublet or part with possession or control of all or any part of their allotment. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the council to be informed of the other person’s name.)

4.11. Plot allocation is restricted to one plot per tenant. Tenants cannot go back on the waiting list for additional plots. On acceptance of another site the tenant must terminate their tenancy and vacate the current plot. Tenants may ask for their plot size to be reduced. The granting or refusal of any such requests is entirely at the discretion of the Council.

1. **Administration**

5.1. The Council provides and maintains an allotment waiting list and tenancy records in accordance with the Data Protection Act 1998. Any queries about this policy should be referred to the Council.

5.3. The Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their allotment gardens or in the allotment car park. The Council accepts no responsibility for damage, loss or theft from vehicles park in the allotment car park, vehicles are left at their own risk.

1. **Plot Maintenance**

6.1 The Tenant shall keep their Allotment Garden free from weeds and maintain it in a good state of cultivation (75% cultivated) and keep the allotment in a clean and tidy state throughout the year. An area that is annually cleared of weeds yet re-mains un-cropped or un-planted during any one year will be considered as non-cultivated.

6.2. From the start of the tenancy agreement the tenant will have a two-month period in which enforcement for non-cultivation is not applicable. The Council will inspect the plots between the months of April – October. In the case of non-cultivation there is only one warning given. If a plot is not brought up to an acceptable condition within the timeframe set out in the warning, then The Council will serve a repossession for which there is no appeal.

6.3 . The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig, mulch prune and weed 75% of the plot. Compost bins, water butts, glass houses, poly-tunnels and fruit cages are also included within the cultivated area.

6.4 . If a plot is brought up to an acceptable standard but then left to fall into non-cultivation again, the Council will serve another warning. The Council will only serve two warnings in a five- year period before repossessing the plot.

1. **Transgression of Tenancy**

7.1. Following a transgression of tenancy, a tenancy agreement will be terminated either with immediate effect or at the end of the current tenancy

1. **General Terms**
2. The Council shall let to the tenant for him/her to hold as tenant from year to year the allotment garden numbered in the Council’s allotment register.
3. The tenant shall pay a yearly rent on the first day of April in each year and the first such payment shall be due on the first date of the commencement of the tenancy.
4. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve months’ written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
5. The tenant shall during the tenancy carry out the following obligations:
6. The allotment garden shall be kept in a clean, decent and good condition and properly cultivated **(see clause 6 above)**
7. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the allotments provided by the Council;
8. No livestock or poultry of any kind shall be kept upon the allotment garden other than reasonable numbers of hens or rabbits for the tenant’s own domestic consumption;
9. No dog shall be brought into or kept in the area of the allotments by the tenant or by anyone acting with his authority or approval;
10. The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the allotment garden;
11. The tenant shall not erect any building or other permanent structure on the allotment garden nor fence the garden without first obtaining the written consent of the Council;
12. The tenant shall maintain in decent order all fences, ditches or hedges bordering their allotment garden.
13. The tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the allotment garden;
14. The tenant shall cultivate the allotment garden for and shall use it only for the production of fruit, vegetables and flowers for domestic consumption by himself/herself and his/her family;
15. The tenant shall permit the inspection at all reasonable times of the allotment garden by any officer or member of the Council;
16. The tenant shall not obstruct or permit obstruction of any of the paths on the all allotments set out for the use of the tenants of the allotment gardens;
17. The tenant shall not park on the roadside verges in Holloway Lane;
18. The tenant shall not use a water hose or sprinkler.
19. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment gardens.
20. If the tenant shall have been in breach of any of the foregoing provisions of the agreement for a period of one month or longer the council may re-enter upon the allotment garden and the tenancy agreement shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
21. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for the by the Allotments Act 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 to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
22. Any notice required by this agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council 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.

**Clerk of Shillingstone Parish Council Tenant**

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