



## DODDINGHURST PARISH COUNCIL

An Agreement made this .....day of..... Two Thousand and Nine between Doddinghurst Parish Council (hereinafter called the Council) of the one part and ..... of ..... (hereinafter called the Tenant) of the other part whereby the Council agree to let and the Tenant agrees to take on a yearly tenancy from the 1st day of April Two Thousand and Nine the Allotment numbered.....in the Register of Allotments maintained by the Council and in part of a field called "Doddinghurst Allotment Gardens" at the yearly rental of Sixty pounds for a full plot, or Thirty pounds for a half plot\* (or such amended sum as the Council may decide and advised to the Tenant at subsequent times) payable yearly and at a proportionate rent for any part of the year over which the Tenancy may extend. **(\*Please delete to indicate required plot size)**

The Tenancy is subject to the following conditions:-

- 1) Rent shall be paid in advance on the 1st day of April in each year.
- 2) The Tenant shall use the Allotment Garden as an Allotment Garden only and for no other purpose and observe the displayed hours of opening.
- 3) The Tenant shall keep the allotment clean and in a good state of cultivation and fertility and in good condition and also keep the paths surrounding the Allotment clean and free from weeds, and ensure that all fruit trees and fruit bushes are kept properly sprayed and pruned and protected against pests and diseases.
- 4) The Tenant shall not plant trees which require more than twelve months to mature (fruit bushes, miniature fruit trees not included)
- 5) The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment or neighbouring property nor obstruct any path set out by the Council for the use of the Tenants or place any refuse or other material in or upon any hedge or fence of the Allotment. The Tenant shall not sell produce on allotment land.
- 6) The Tenant shall not underlet, assign or part with the possession of the Allotment.
- 7) The Tenant shall not without the written consent of the Council cut or prune any timber or other trees or take, sell or carry away any topsoil, mineral, gravel, seed or clay.
- 8) The Tenant shall not erect any building/ structure on the Allotment (including poly-tunnel, greenhouse and shed), other than for composting. The Tenant shall accept responsibility for the maintenance of any structure already on the Allotment.
- 9) All tools and personal belongings stored, or left on the allotment site, are at the owners risk.

- 10) The Tenant shall not light bonfires or burn any material on the site.
- 11) The Tenant shall not keep bees or beehives on the site.
- 12) The tenant shall not store or keep on the allotment more than 5 litres of petrol or 5 kg of liquid gas.
- 13) The Tenant shall not use any barbed wire or erect or permit to be erected any barbed wire or other wire fence on the Allotment without the written consent of the Council.
- 14) The Tenant shall not take on, or store vehicles on, the allotment garden plot, or permit or suffer vehicles to be taken on, or store vehicles on, the allotments garden plot. This applies to vehicles of any kind (including caravans), other than bicycles or wheelbarrows.
- 15) The Tenant shall not turn out or cause to be turned out or tie up or cause to be tied up or suffer or permit to be so turned out or tied up any animal on the said land and subject to the provisions of the Allotments Act 1950 not to keep or suffer or permit to be kept any pigs, poultry or other livestock on the said land.
- 16) The Tenant shall not bring or keep pet insects/rodents/snakes/animals/ birds on the site, including dogs except assistance dogs.
- 17) Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment.
- 18) The Tenant shall keep private and not disclose to others the combination code to the entrance gate.
- 19) The Council shall have the power upon giving three months notice in writing to the Tenant to expire at any time in the year in order to exercise the right which they hold to resume possession of the land or part thereof for, for development or works, with statutory compensation.
- 20) The Tenancy of the Allotment shall terminate on the yearly rent day next after the death of the Tenant (and shall also terminate whenever the tenancy or right of occupation of the Council terminates). It may also be terminated by the Council by re-entry after one month's notice:
  - a) If the rent is in arrear for not less than thirty days; or
  - b) If the Tenant is not duly observing the Conditions of the Tenancy; or
  - c) If the Tenant becomes bankrupt or compounds with his/her creditors.
- 21) The Tenancy may also be determined by the Council or the Tenant by six months notice in writing expiring on the 1st day of April in any one year.

**Tenant Details**

Name:

Address:

Telephone:

I accept the Tenancy Agreement and agree to be bound by its terms.

Signed .....

Dated .....

Witnessed by:

Name .....Signed.....

Dated.....Status.....