



## ALLOTMENT AGREEMENT

**An Agreement** made on the **XX** day of **XX** in the year **XX** BETWEEN **Tockwith with Wilstrop Parish Council** (hereinafter called "the Council") acting by **the Clerk to the Council** of the one part and **XXXXXXXXXX** of **XXXXXXXXXXXXXX** (hereinafter called "the tenant") of the other part, whereby the Council agrees to let and the tenant agrees to rent the plot of ground (hereinafter referred to as "the allotment") situated at

**The XX Allotments, Tockwith** in the said Parish of Tockwith with Wilstrop and is distinguished by the number **XX** subject to the following terms and conditions, that is to say:-

### 1. Rental Terms

- a) The tenant shall pay to the Council in advance on the first day of April in each year (and proportionally for any part of the year) the rent of **£XXX** per annum plus **£5.00 administration fee**, the first payment to be made on the signing of this agreement by the tenant (or such other arrangements as have been made).
- b) The said rent may be increased by the Council giving to the tenant not less than twelve months' notice of Increase in Rent in writing, without the tenancy of the allotment being terminated. Within that period the tenant shall indicate in writing to the Council whether he/she is agreeable to such increase and whether he/she wishes to continue as a tenant.
- c) In the event of the tenant not agreeing to the said rent increase the said Notice of Increase shall be treated as a valid Notice to Quit the tenancy, taking effect on the same date as the proposed increase in rent.
- d) The Council is not obliged to accept as a tenant a person whom it considers in its absolute discretion is unlikely to observe the tenancy agreement and rules.
- e) The Council shall pay all rates and taxes which may be payable in respect of the allotment but shall not be responsible for any rates taxes or other outgoings in respect of any building erected by the tenant on the allotment which may be rated by the Council; the rates in such case must be paid by the tenant.
- f) In the event of the rent being in arrears for forty days, or in the event of any breach by the tenant of any of the foregoing conditions after his/her default in remedying the same when called upon to do so, the Council shall be at liberty to re-enter and re-possess the allotment in all respects as if this Agreement had not been entered into and without giving any Notice to Quit to the tenant but without prejudice to the rights of the Council in respect of any antecedent breach of any of the tenant's agreements hereinbefore contained.

- g) The Council, or any member or officer thereof, shall at all times be entitled to enter the allotment or any building erected thereon for the purpose of inspecting the same and in order to ensure the due observance of the terms of this agreement.
- h) ANY dispute or difference arising between the tenant or his/her representative and the Council in respect of this agreement or anything herein contained shall be referred to the Clerk to the Council whose decision thereon shall be final and binding on the parties.
- i) The allotment shall be let direct from the Council to the tenant from the date of signature of this agreement until terminated as hereinafter provided.

## 2. Allotments Rules

The tenant shall:

- a) Seek written permission from the Parish Council to place any shed, greenhouse, polytunnel or other such structure on the allotment plot and place it only in a position approved by the Parish Council. Any such structure shall be put up by and remain at the tenant's risk. The tenant agrees to remove the structure at the end of the tenancy (unless agreed otherwise) and leave the ground in a satisfactory condition. All removal costs will be covered by the tenant.
- b) Only use manure with the agreement that it is spread within 3 months of purchase and is not stored for longer than this time is never used to cause a nuisance to other tenants.
- c) In preparation for the government ban of peat in 2024, seek to find a peat alternative. Tenants are also asked to reduce the use of chemical pesticides and herbicides. Natural products are encouraged. If the tenant must use chemical pesticides or herbicides, they are asked to do so in non-windy weather conditions and to maintain a gap of 50cm with other plots to avoid chemical spread.
- d) Keep all trees, hedges, ditches, fences and gates and all paths alongside his/her own plot in good order and repair
- e) Keep the allotment properly cultivated with a good rotation of crops as to avoid monoculture and the degradation of soil.

The tenant shall not:

- f) Use the allotment for any other purpose other than horticulture as may be approved by the Council and will not resort to or permit drinking, card playing or gambling in any form in or on any building or garden on the allotment. Should a tenant resort to or permit such activities the tenancy shall be immediately forfeited without notice or rebate of rent and without any claim to compensation for crops or otherwise and this in addition to any penalty or punishment for which the tenant may be liable under any Act of Parliament.
- g) Plant any trees without written permission from the Parish Council. The tenant shall not plant shrubs to the injury of the adjacent allotments nor cause any nuisance to or annoy any other tenant or tenants.
- h) Dig any pond without written permission from the Parish Council and if such permission is granted, the tenant agrees to fill the pond and make good the area before terminating their tenancy.

- i) Use barbed wire for fencing adjoining any path set out by the Council for the use of tenants of the allotments
- j) Buy or sell any allotment produce from the allotment plot nor carry on any trade or business therefrom nor use any structure or shed for the storage of any article not usually used in husbandry.
- k) Keep pigeons, poultry, pigs or any other animals on the said allotment without consent from the Council provided that, in the case of hens and rabbits, such consent shall be subject only to the Council being satisfied that the provisions of Section 12 of the Allotments Act 1950 (or any subsequent legislation) are complied with nor shall any dog be brought on to an allotment unless such dog is at all times kept on a lead.
- l) Assign or underlet the allotment. Joint or shared Tenancies are not permitted. If a co-worker system operates where a second person helps the allotment tenant, the co-worker has no rights on the allotment plot and all responsibility remains with the tenant who has signed the allotment tenancy agreement. Likewise, it is expected that the tenant is the main person present on the allotment garden/plot and if this is proven not to be the case then this will be a form of subletting which is not permitted.

### **3. Maintenance of allotment plots**

- a) The tenant's allotment plot must be kept safe and maintained in a good horticultural state of cultivation, fertile and productive condition. On the undertaking of a neglected plot, the following improvements should be demonstrated:

Full Plots; at least 25% of the plot should comply within 3 months, 50% within 6 months and 100% cultivated by 12 months of taking up the tenancy.

Half plots; 50% within 3 months and 100% within 6 months of taking up the tenancy.

Where a tenant fails, as detailed within this allotment tenancy agreement, to maintain the accepted manner or standard of cultivation, in line with the inspection checklist criteria, the Council will serve on the tenant a "Notice to Improve" allowing the tenant 28 days for improvement. A final inspection will be carried out after 28 days of the notice, should the allotment garden/plot then fail the re-inspection then a 'Notice for Termination of Agreement' will be issued in which the tenant will have up to seven days to vacate the plot. Where a tenant has been served with a "Notice to Improve" on two occasions then a further repeat will automatically result in immediate termination of the tenancy. On termination of the tenancy, the plot must be left in a clean, litter and waste free condition suitable for immediate re-letting. If the Council has to carry out works in order to re-let the plot due to the condition it has been left in, the Council will seek to recover its reasonable costs from the tenant.

### **4. Termination of tenancy**

The tenancy shall be terminated:

- a) by the right of occupation of the Council or on the 25<sup>th</sup> day of March or the 29<sup>th</sup> day of September next year after the death of the tenant.
- b) by one party giving to the other not less than twelve months' notice in writing to quit expiring on or before the 1<sup>st</sup> day of April or on or after the 29<sup>th</sup> September in any year.

- c) if the Council shall require possession of the allotment for any of the purposes mentioned in paragraphs b), c) or d) of subsection (1) of Section 1 of the Allotments Act 1922 (or any subsequent legislation) the Council shall have the power to re-enter the plot upon giving notice such as is necessary in accordance with the provisions of the subsection and the tenancy shall be determined accordingly.
- d) Any Notice may be served on a tenant either personally by letter or email or by leaving it at his/her last known place of abode or by letter addressed to him/her there or by fixing the same in some conspicuous manner on the allotment plot.
- e) The tenant shall not, at the termination of a tenancy nor at any other time, be entitled to claim any compensation, except such as shall be allowed under the provisions of the Allotment Act 1922 and the Allotments Act 1950 or any statutory modification thereof.

As WITNESS the hand of the Clerk to the Council and the tenant, the day and year first before written.

SIGNED by the said Clerk

SIGNED by the tenant .....

This agreement was last revised on 21 July 2023.