



**AGREEMENT**

**RELATING TO**

**ALLOTMENT GARDEN NUMBER: xxx**

**SHERFIELDON-LODDON, HAMPSHIRE**

**DATED:**

**BETWEEN**

**SHERFIELD-ON-LODDON PARISH COUNCIL**

**AND**

THIS AGREEMENT is made the XXX day of XXX 20XX BETWEEN Sherfield on Loddon Parish Council  
Of PO Box 6862, Basingstoke, Hants, RG24 4QZ  
(Hereinafter referred to as “the Council”)

*and*

XXX

(Hereinafter referred to as ‘the tenant’)

by WHEREBY IT IS AGREED as follows:

The Council agree to let and the Tenant agrees to hire as a Tenant from the xxx day of xxx two thousand and xxx, the allotment garden known as Plot Number xxx, on the Sherfield on Loddon Allotment site situated in the said parish for a yearly rent. The rent will be set by the Council on an annual basis.

## **1. Rent and Agreement**

- a. The Tenancy is subject to the Allotment Acts 1908 to 1950 and to the Regulations and conditions endorsed on this Agreement.
- b. The Yearly Allotment Rent will be subject to annual review by the Council.
- c. The rent will be due for payment from October annually.
- d. The allotment garden will be used as an allotment garden that is to say wholly or mainly for the production of vegetable, fruit crops and flowers for use by the Tenant and his/her family and for no other purpose without the prior consent, in writing, of the Council.
- e. The Tenant is not permitted to sub-let or assign to another person, any part of the allotment without the written consent of the Council.
- f. The Tenant must notify the Council in writing of any change of address or relevant personal details within one month of the change. The Council must be notified in writing of the death of the Tenant.
- g. Any authorised officer will be entitled, at any time, to enter and inspect the allotment.
- h. This agreement replaces all previous allotments agreements, if any exist, between the Council and the Tenant.
- i. The Tenant shall notify the Council in writing of any reason or special circumstance that prevents them from adhering to the terms and conditions of this Tenancy agreement.

## 2. General Conditions of Use

The Tenancy is subject to the following terms and conditions. The Tenant will:

- a. Be given access the relevant allotment site and will be issued with a key to the gate padlocks by the Allotment Manager.
- b. Use reasonable endeavour to keep the plot clean, free from weeds, diseased or harmful plants and pests and to retain the existing top soil, keeping it in a good state of cultivation all year round.
- c. Where possible use biodegradable material as a weed suppressant.
- d. Not cause or permit any nuisance or annoyance to any other Tenant or to neighbouring residents.
- e. Not light bonfires on the allotment site during May, June, July and August. Small, controlled bonfires of allotment waste may be lit at other times from 1 hour before sunset. Bonfires should be safely contained and supervised at all times and reasonable action should be taken to avoid nuisance to other plot-holders or allotment neighbours. No green waste is to be burned at any time.
- f. Not, without the express written consent of the Council, cut or prune any timber or other trees that are not the property of the tenant. Nor shall a Tenant take, sell or carry away any mineral, sand, clay or earth that is not the property of the Tenant.
- g. Not use any barbed wire, corrugated metal sheeting, sharp materials or asbestos based material on any part of allotment site. Materials such as glass, wire and netting should not be left in areas where anyone may be at risk from injury, such as along shared pathways.
- h. When planting fruit trees, ensure that the maximum height that the tree should be allowed to grow to is 3 metres; all tree branches and roots must remain within the boundary of the host allotment and should not obstruct any pathway.
- i. Not place on the plot or allow other persons to deposit on the plot any refuse or decaying matter, except reasonable quantities of manure and compost which is for the sole use of the Tenant and kept within the confines of a Tenant's plot. Where compostable materials are kept for future recycling they should be stored in adequate containers.
- j. Ensure that any child (children) brought onto the site is (are) kept under control at all times.
- k. Ensure that any dog brought onto the site is securely held on a leash and that any fouling is removed.
- l. Not bring or keep any animal or livestock (including bees) on the allotment unless the written consent of the Council is first obtained. Consent can be

withdrawn at the discretion of the Council by written notice given to the Tenant. Failure to comply with this will result in a breach of the tenancy agreement.

- m. Not leave unattended on the allotment any vehicle or trailer of any description. Any unattended vehicle or trailer will be removed without notice.
- n. Observe and perform any other special conditions, which the Council considers necessary to preserve the allotment from deterioration.
- o. Ensure that any pesticides or chemicals of any description which are kept and stored on the plot are stored safely and securely. Any pesticides or chemicals brought onto the allotment plot are the sole responsibility of the Tenant.
- p. When using garden chemicals or fertilisers take all reasonable care not to adversely affect members of the public, wildlife, neighbouring plots and boundaries and ensure that adjoining hedges, trees and crops are not contaminated and must make good or replant as necessary should damage occur.
- q. So far as is possible select and use environmentally friendly substances whether for spraying, seed dressing or for any other purpose whatsoever that will cause the least harm to the environment and the occupiers of other allotments on the site.
- r. Not store any combustible or pressurised fuels on the plot. Machines/tools do not need to be drained when not in use.
- s. Comply with any hosepipe ban and will use shared water taps (if available) considerately with other occupiers of the allotment site.
- t. Ensure that all water receptacles are stable, not sunken and, where appropriate, have secure covers.
- u. Not wash vegetables, etc in the allotment water tanks. Only wash vegetables, etc in a bucket of water and empty this onto his/her own plot.

### **3. Boundaries and Pathways**

- a. The Tenancy shall not include any Communal Pathway (which will be maintained by the Council) identified on the site maps erected on the allotment site or otherwise available to the Tenant.
- b. The Tenant shall ensure that the boundary to their plot is clearly defined and marked out.
- c. The Tenant shall only use entrance roads, communal and joint pathways to gain access to the allotment unless consent has been given to the Tenant in writing by the Council. Please park in the public car park next to the entrance in Bow Gardens as there is insufficient space inside the gate. Please do not park in Carpenters Close

- d. The Tenant shall not obstruct or encroach upon any path set out by the Council for the use of other Tenants. Allotment waste and other materials must not be left on pathways or anywhere away from the Tenant's own plot.
- e. The Tenant will keep joint pathways safe, cut and trimmed and a minimum width of 60cm (2 foot), will not cover any joint or communal pathway with any material of any description or floor coverings and will keep pathways clear of plants, trees and other natural matter.

#### **4. Structures**

- a. The Tenant shall not erect any building, structure, or toolbox without the prior written approval of the Council. Applications are to be made in writing to the Allotment Manager for permission to erect any building, structure or toolbox..
- b. All new sheds are to have guttering and a water butt installed at the time the shed is erected.
- c. Once a structure is approved it is the Tenant's responsibility to ensure that all it is maintained in a reasonable and safe condition.
- d. Any structure found to be devoid of Council consent may be removed without notice. The costs of which may be recharged to the Tenant directly.

#### **5. Notice and Termination**

The Tenancy can be terminated with one month's notice in any of the following circumstances:

- a. On the death of the Tenant. The Tenant's surviving spouse or partner may continue with the Tenancy until the Tenancy renewal date, or, with the consent of the Council, sign a new allotment agreement.
- b. If the rent is in arrears for more than 40 days (whether lawfully demanded or not).
- c. If the allotment is not clear and in a good state of preparation for cultivation. As a guide, at least 75% of each plot should be cultivated. New tenants are expected to tend and cultivate at least 50% of their plots within 3 months of taking on the tenancy, rising to 75% after 6 months. Inspections of new tenants' plots will be made during the first 3 months and at 6 month intervals. Support will be available from the Sherfield Allotment Association (SAA) if any problems occur.
- d. If the Tenant is resident out of the town.
- e. If the Tenant has failed to comply, within a reasonable time, with a notice requiring the Tenant to remedy any failure to observe the conditions of this agreement.
- f. If the Tenant becomes bankrupt

The Tenancy can also be terminated if:

- g. The Council gives twelve months previous notice in writing
- h. The Tenant gives 2 weeks notice at any time.

Termination:

- i. Upon termination the Tenant must give up possession and use of the allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any works be required to return the allotment plot to a workable condition, the existing tenant will be charged to bring the plot to an acceptable standard and forfeit any deposit paid.. Any personal property, structure, produce or other items remaining on the plot or site, 7 days after the termination of the tenancy will be assigned to any new tenant or removed and the cost of removal recharged to the tenant.
- j. At the end of the tenancy the Tenant must return any key(s) to the Parish Council within 48 hours. Failure to return the key will entitle the Council to retain the deposit.

Notice Provisions:

- k. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by any duly authorised officer and may be served on the Tenant either personally or by leaving it at the Tenant's last known address or by sending it by recorded delivery to such address or by fixing it in some conspicuous manner on the allotment.
- l. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and forwarded as formal notice by either recorded delivery or receipted delivery.

## 6. Disputes and Arbitration

- a. The Tenant agrees that any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment site shall be referred to the Council whose decision is final.
- b. It is agreed that in the event of any dispute between the Tenant and the Authorised Officer regarding the interpretation of this Tenancy agreement the matter shall be referred to an arbitrator agreed between the Council and the Tenant.

**IN WITNESS** whereof the said Authorised Officer and the Tenant have here unto set their hands the day and year first hereinbefore written.

SIGNED BY THE Authorised Officer.....

<b>SIGNED</b> by the said <b>TENANT</b>	
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Name	
Address	

<b>In the presence of:</b>	
Name (Witness)	
Address	

COPY