

Hurstbourne Tarrant Parish Council

Allotment Tenancy Agreement and Guidelines 2009

Guidelines and Tenancy Agreement for the use and control of the allotments

The Parish Council allotments are situated in a quiet position, adjacent to The Old Cottage, Ibthorpe Road, Ibthorpe.

The following guidelines are issued to all allotment garden holders:

1. Each applicant for an allotment is licensed to hold a particular plot or plots for 1 year commencing on the 1st JANUARY.
2. The fee is payable in JANUARY of each year, on notification by the Clerk.
3. The tenant shall during the tenancy carry out the following obligations:
 - (a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated and shall be surrendered at the end of the tenancy in a likened state.
 - (b) No nuisance or annoyance shall be caused by the tenant to any tenant or any other part of the Allotments provided by the Parish Council.
 - (c) No livestock or poultry of any kind shall be kept upon the Allotment Garden.
 - (d) Dogs taken onto the allotment site shall be kept on a lead at all times.
 - (e) The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
 - (f) 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 Parish Council. No large structures such as picnic tables/fruit cages, etc shall be brought into the Allotment Gardens without first obtaining the written consent of the Parish Council
 - (g) The tenant shall maintain in decent order all fences and ditches forming part of his/her plot.
 - (h) The tenant shall not without first obtaining written consent of the Parish Council cut, lop or fell any tree growing on the Allotment Garden.
 - (i) 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 and his family.
 - (j) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Parish Council.
 - (k) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for use of the tenants.
 - (l) The tenant must exercise due consideration for other allotment holders and neighbouring properties when having bonfires and these should only be lit in extreme circumstances. No bonfires will be allowed, except with written permission from the Parish Council, between 1st May and 30th September.
 - (m) The Allotment Gardens shall not be used as a storage facility for items not used directly for the cultivation of the allotment by the allotment holder on whose land they are stored.
 - (n) The Tenant shall take reasonable steps to control and eradicate any disease, vermin or pests, on or connected with, their Allotment Garden.
 - (o) Any children on the site must be supervised by the allotment holder at all times.
4. The Parish Council is not liable for any costs, damage, injury incurred or lack of performance caused by vandalism, theft or acts of God on the allotment site.
5. The Parish Council will undertake to keep the hedges and ditches on the boundaries in reasonably good order, and to arrange for the main paths within the allotments to be cut as and when required.
6. The Parish Council will keep and maintain a water supply at the present points – available from May to October each year.
7. The Parish Council will be prepared to look at any reasonable arrangement which would keep the allotments running in a satisfactory way. For example, holders should be encouraged to form an Allotment Holders Association who would ensure that the guidelines are fairly observed, and to pass on any requests to the Parish Council for the smoother and satisfactory running of the Allotments.
8. The Parish Clerk may terminate any tenancy by giving 14 days notice in writing if after a written warning the tenant continues to be abusive or threatening to Council staff, other tenants or members of the public whilst engaged in allotment activities or when on the allotment site.

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ALLOTMENT TENANCY AGREEMENT 2009

Plot No Plot size = Full plot (10 rods).

AGREEMENT made BETWEEN the Hurstbourne Tarrant Parish Council and the undersigned tenant WHEREBY the Council agree to let and the tenant agreed to take the above allotment plot at a calendar yearly rent of £6.00 per half plot or £12.00 per full plot for 2009 and thereafter until altered by the Council with a new agreement.

The Parish Council agrees to let and the Tenant agrees to take a yearly tenancy. The tenant having read the allotment guidelines agrees to abide by the terms expressed therein.

I hereby accept this tenancy and agree to its termination should I/we be in breach of any of the Terms and Conditions.

(Signed)

Date

(Please print name)

Plot No 1

Note: From time to time allotments do become available and all enquiries should be made to the Clerk.

For enquiries relating to these guidelines and tenancy agreement please contact:

David Baker - Clerk to the parish council

Tel 01264 736436

Email: theparishclerk@hbt.org.uk