**MIDDLETON-on-the-WOLDS PARISH COUNCIL**

**ALLOTMENT AGREEMENT**

1. The Council shall let the allotment plot to the tenant for a term of one year commencing from the 1st day of April in the year of the letting and thereafter from year to year unless determined by in accordance with the terms of this tenancy.
2. The tenant shall pay a yearly rent of £30 (thirty pounds sterling) whether demanded or not which shall be payable in full on the 1st April 2020 and for every year after the first year of tenancy on the 1st April
3. The rent will be reviewed annually.
4. The tenant shall reside within 1 mile of the Parish of Middleton on the Wolds during the tenancy.

**The tenant shall during the tenancy abide by the following obligations:**

1. 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 their selves and their family.
2. The plot shall be kept free of weeds and well manured and otherwise maintain it in a good state of cultivation and fertility. The proliferation of weeds is prohibited.
3. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the allotment.
4. The allotment garden shall be kept in a clean, decent and good condition and properly cultivated.
5. Not to cause nuisance or annoyance to any other allotment holder or to any nearby resident.
6. Any area of grass is to be kept to the absolute minimum consistent with the working of the land.
7. No livestock or poultry of any kind shall be kept upon the allotment garden other than reasonable numbers of hens, or bees for the tenant’s own domestic consumption. The keeping of Cockerels on an allotment site is prohibited under the Allotments Act 1950. Feed for livestock must be in feeders which should be suspended clear of the ground. The keeping of such animals and the erection of buildings or structures for housing the animals, will be subject to consent from the parish council. No more than 25% of the ground area of the allotment to be given over to chicken runs including henhouses.
8. Allotment holders may be permitted to bring a dog onto their own allotment, but this must be under control at all times.
9. The Tenant must not assign, sublet, charge or part with possession of the whole or any part of the

allotment plot, without the written consent of the Parish Council.

1. The tenant must maintain and keep in good repair adjoining fences,and/or hedges, with the hedge that forms the rear of their plot being trimmed and kept in good order to allow access to the wire fencing. A minimum distance of 50cm of ground to be left clear internally from boundary fence, of all equipment and structure, in order to facilitate fence repairs.
2. The Allotment track to be the responsibility of the Allotment holders with all hedges cut back and the track kept clear and accessible at all times.
3. A tenant must not obstruct or permit obstruction of any paths or roads which provide a means of access to and from the Allotments, or the Allotment of another tenant
4. No planting of hedges of any description or the erection of any fence other than wire rabbit fence. No corrugated or industrial sheet fencing is permitted whatsoever. Not to erect or permit to erect any barbed wire
5. No removal of any existing hedge or fence without the consent of the Parish Council
6. The tenant shall not erect any building or other structure on the allotment garden without first obtaining the written consent of the Parish Council this will also include the size and position of any greenhouse /hut /structure etc. A condition of erection of sheds and greenhouses will be the requirement to provide guttering and water storage facilities to catch rainwater from the roof of such structures.
7. The tenant will be responsible for the removal of any building or structure on or before the termination of the tenancy. Any costs associated with the clearing/cleaning of the allotment on termination of a tenancy will be claimed from the ex-tenant.
8. Bonfires and the Law. Please note that anyone allowing smoke to drift across a road faces a fine of up to £2,000 under the Highways (Amendment) Act 1986). Under the Environment Protection Act 1990, Statutory Nuisances, it is an offence to cause a nuisance through the creation of smoke. Maximum penalty £5,000.
9. Water – Tenants are encouraged to use rainwater collection systems where possible and use as little mains water as possible due to the water supply being metered. Hosepipes may be used for the filling of water butts only. It is prohibited to use mains water to irrigate the allotment.
10. The tenant shall permit the inspection at all reasonable times of the allotment garden by the Parish Council
11. The allotment gardens are for cultivation and not to be used for the storage of unused items or materials.
12. Any form of hard standing will be subject of permission of the parish council
13. Imported waste should not be taken to the allotment for storage or disposal.
14. Any person found trespassing upon, or damaging any other plot, or the fences shall be requested to pay all reasonable damage. The amount to be determined by the Parish Council.
15. All plot numbers shall clearly display their plot number so as to be clearly visible.
16. To keep all children who come with the tenant to the Allotment grounds of which the Allotment forms part (hereafter call the `Allotment Grounds’) under proper supervision and control to the satisfaction of the Parish Council.
17. Weed killer may only be applied by a watering can and not by a spray gun. No weed killer to be used on the communal allotment track or car park area. However please try use an organic sprays and methods where possible on your own allotment
18. All rubbish to be disposed of in a satisfactory manner. This is to be the responsibility of the Allotment Holder.
19. To notify the Clerk of any changes of address during the continuance of this agreement.
20. All the boundary fences, including gates, to be kept in repair by the Parish Council
21. The tenancy may be terminated by the Council by service of one month’s written notice on the tenant if:
22. The rent is arrears for 40 days or:
23. The tenant has not observed the rules or obligations of this agreement and has not complied with a written request from the Council to do so.
24. The tenant lives more than one mile outside the Parish of Middleton on the Wolds
25. The tenancy may be terminated by the Council serving on the tenant not less than 12 calendar months’ notice, in writing, before April 7th and after 28th September in the event of the Allotment being required by the Council for a purpose for which it was acquired by the Council or had been appropriated under any statutory provision or in the event of the Allotment being required by the Council for building, mining or other industrial purposes or for roads or sewers necessary in connection with any of those purposes.
26. The tenancy may be terminated by the tenant by serving on the Council not less than one month written notice to quit.
27. Rights of sporting are reserved by the Local Authority.
28. To indemnify the Council against any claim by any person whatsoever in respect of any loss, damage or injury suffered or alleged to have been suffered on the Allotment in consequence of or arising out of whether directly or indirectly the exercise of the privileges granted by this agreement If the rent hereby reserved or any part thereof shall be unpaid for one calendar month after becoming payable (whether formally demanded or not), or if any agreements on the Tenant’s part herein contained shall not be performed or observed, or not cultivating within a reasonable condition and the terms of this tenancy or, in the event of the Tenant becoming bankrupt or compounding with his creditors then and in any of the said cases, it shall be lawful for the Parish Council at any time thereafter to re-enter upon the Allotment or any part thereof in the name of the whole and thereupon the Tenancy hereby created shall absolutely determine but without prejudice to the right of action of the Parish Council of any breach of the Tenant’s agreement herein contained. In the event of this happening no rent will be reimbursed.
29. Any notice required by this Agreement to be given by the Council to the Tenant shall be sufficient if, in writing, under the hand of the Parish Council and shall be sufficiently served if sent by prepaid post to or deposited at the Tenant’s last known place of abode or business, and any notice required by this Agreement to be given by the Tenant to the Parish Council shall be sufficient if, in writing, addressed to the Parish Council, under the hand of the Tenant and shall be sufficient served if sent by pre-paid post addressed to or deposited to the Clerk to the Parish, The Grange, Main Street, Thwing, YO25 3DY

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated :

Tenant

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated

Parish Clerk

Allotment Agreement 2020