

Musbury Parish Council Allotment Gardens Tenancy Agreement

AN AGREEMENT made between MUSURY PARISH COUNCIL (hereinafter called 'The Council') of the one part and (hereinafter called 'The Tenant') of the other part.

WHEREBY the Council agrees to let, and the Tenant agrees to take on, the tenancy of the **Allotment Garden n** at Axminster Road, Musbury, subject to the provisos and conditions herein contained.

The tenancy will run from 29th September in each year. The Council will confirm the annual rental(s) for each year in writing to the Tenant. Annual payment thereafter will signify continuing acceptance of this agreement.

The Tenant hereby agrees that the tenancy is subject to the Allotment Acts 1909 and 1950. The Tenant also agrees to comply with the following conditions:

1. To pay the rent yearly on or before the 29th September in any year.
2. To pay a deposit for each plot on first taking on the tenancy, that deposit to be refunded if the conditions of clause 19 below are met.
3. To take full responsibility for all personal possessions used or stored on the plot and to arrange any insurance deemed necessary to give financial protection for liability, loss or damage to and from said property, cultivated produce or activity taking place thereon.
4. To keep the allotment garden(s) and pathways clean, reasonably free from weeds: not to allow seeding or perennial weeds to prosper and otherwise to maintain all of the plot(s) in a good state of cultivation and fertility.
5. To keep, and maintain by cutting to a reasonable level, any grass pathway adjoining the plot(s) on the uphill side. The use of herbicide must not extend outside of that land actually cultivated by the Tenant.
6. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct any path or track set out for use by allotment holders.
7. Not to underlet, assign, use commercially or part with the possession of any portion of the allotment garden without the written consent of the Council.
8. Not to cut or prune any timber or trees, nor to take, sell or carry away any mineral, gravel, sand or clay without the written consent of the Council.
9. To keep every hedge that adjoins the Tenant's allotment garden unobstructed and properly cut and trimmed as is reasonably possible: not to throw rubbish or derelict equipment into the hedge.
10. To light bonfires for disposal of the Tenant's own vegetative materials only and always with due regard to other plot holders, neighbouring properties and mindful of the safety of nearby road users. Tenants to consider composting as an alternative but a bonfire, if necessary, should best be lit in the evening and adequately supervised if large.
11. To keep the entrance gates to the allotment gardens shut at all times.
12. If required by the Tenant, to erect one shed only on the allotment garden; that shed to be used solely for allotment purposes and to comply strictly with conditions set out in the Policy Statement given below.
Any other such structure shall not exceed 4' 6" in height or be positioned closer to the boundary than 1m. and will be subject to the same conditions of use.
13. To take all reasonable steps to ensure the safe and secure storage of any flammable or hazardous materials and equipment kept only for allotment purposes on the allotment garden.
14. That watering with hosepipes, sprinklers etc. is not permitted from the metered water supply.
15. Not to plant any trees other than soft fruit bushes or dwarf/trained fruit trees to a maximum of 2m in height without the previous written consent of the Council.
16. Not to allow other persons to deposit on the allotment garden any refuse or decaying matter except manure, compost or mulch in such quantities as may reasonably be required for use in cultivation.
17. That only allotment holders' dogs on leads are allowed.
18. Not to keep any animals or livestock of any kind upon the allotment garden.
19. That on termination of a tenancy, to leave the allotment garden in good order, clear and weed-free; to remove any shed unless by agreement with the Council. Failure of a relinquishing Tenant to comply will result in the forfeit of their deposit.
20. Any Tenant occupying a starter ½ plot agrees to relinquish that plot if they wish to take on a full plot or plots unless by agreement with the Council.

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21. That, when directed by the Council, any Officer of the Council or Allotment Committee Member shall be entitled to enter and inspect the allotment garden.
22. That the Council shall have full power to settle any dispute between occupiers or others and that their decision shall be final.
23. That the tenancy of the allotment garden shall terminate on the 25th day of March or the 29th day of September next after the death of a Tenant. It may also be terminated by the Council by re-entry after one month's notice if:
 - a. The rent is in arrears for not less than 40 days, or
 - b. The Tenant is not duly observing the conditions of his tenancy.
 - c. The Tenant becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or the Tenant by at least six months notice in writing expiring on the 29th day of September in the same year.

AS WITNESS the hands of the parties the day and year above written.

Clerk, as Agent for Musbury Parish Council

Tenant

Date

Date