

ALLOTMENT 'PLOT HOLDER' TENANCY AGREEMENT

(This agreement is subject to a trial period of 6 months in order for Toddington Parish Council to assess the potential of any applicant 'Plot Holder')

This Is an agreement between **Toddington Parish Council** & the '**Plot Holder**'

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Toddington Parish Council agrees to let & the '**plot holder**' agrees to hire, as a yearly tenant commencing 1st day of October 20...

Allotment number.....on the allotment plan/register. Allotment size; full/half plot
(delete as applicable)

The yearly allotment rent will be subject to annual review at the discretion of
Toddington Parish Council.

The granting of this Tenancy is subject to the following conditions:

1). The '**Plot Holder**' shall pay in advance an annual rent of £35 per full plot & £17.50 per half plot. This payment must be received by **Toddington Parish Council** by the 1st day of October. Tenancies commencing part way through the year, payment will be due on the first day of tenancy.

2) The '**Plot Holder**' upon signing this agreement, commits to agreeing to the conditions and to carrying out the following obligations:

a) **Cultivation.** The allotment shall be kept in a clean, decent and good condition by full and proper cultivation. In the event, the Parish Council has not been notified of a reason for the temporary poor condition of all or part of the plot, **Toddington Parish Council** shall be entitled, under this agreement, to serve notice on the '**Plot Holder**' to remedy the breach of this tenancy within 28 days. Failure to do so will entitle the Parish Council to terminate this tenancy without further notice.

b) **Composting.** It is expected that the '**Plot Holder**' will establish a compost heap or compost bin on their plot for the disposal and recycling of all green waste. Any waste deemed unsuitable for compost, should be removed from the allotments by the '**Plot Holder**' and disposed of at home.

c) **Bonfires.** Bonfires are not permitted. Fires must be contained within suitable incinerators and are permitted as long as wind direction takes any smoke away from surrounding houses. Fires **must** be attended to, at all times and extinguished before the '**Plot Holder**' leaves the allotment gardens. Any fire **must** be lit with due consideration to our neighbours in surrounding roads and to other allotment Plot Holders.

d) **Nuisance.** Any nuisance or annoyance caused by the '**Plot Holder**' to any other '**Plot Holder**', will not be tolerated. Disputes arising between '**Plot Holders**' must be reported to the Parish Office for resolution by the Clerk to the Parish Council and the Council's "Allotments Portfolio Holder". '**Plot Holders**' must not take any direct action against each other.

e) **Weed Killing.** Weed killing can only be done using a watering can with a rose attached. Consideration to neighbouring '**Plot Holders**' must be taken when spraying crops.

f) **Livestock.** It is strictly prohibited, under this agreement, for any livestock or poultry of any kind, to be kept on the allotment.

g) **Children.** Children visiting a '**Plot Holders**' allotment must be accompanied by a responsible adult family member and be supervised at all times. **Toddington Parish Council** under this agreement, take no responsibility for the welfare of any children visiting a '**Plot Holders**' allotment.

h) **Dogs.** Any dogs brought on to an allotment, must be kept under control by the '**Plot Holder**' and must be confined to the area rented by the '**Plot Holder**' who must be present at all times. Dogs must be prevented from roaming and '**Plot Holders**' must ensure that any dog waste is correctly disposed of.

i) **Security.** The '**Plot Holder**' shall observe the security of the allotments by ensuring that the gates are locked at all times, immediately after access to and from the allotments, so as not to allow unauthorised access to the site. Failure to observe this agreement condition will render the '**Plot Holder**' in breach of this agreement and will lead to immediate termination.

j) **Removal.** Any produce or any other item, removed by a '**Plot Holder**' from any other plot without the express permission of the '**Plot Holder**' of that plot, if proven, will lead to termination of this agreement.

k) **Tenancy.** The '**Plot Holder**' shall neither re-assign nor sub-let the tenancy of any rented plot, without the written consent of the Parish Council. The '**Plot Holder**' must be in attendance, if any other person is helping them work their rented plot. In the event other persons are attending the allotment gardens to work a plot due to the '**Plot Holder**' being unable to tend his/her plot, the Parish Office must be informed beforehand.

l) **Buildings.** The '**Plot Holder**' shall not, without written consent of **Toddington Parish Council** erect any building or structure on the allotment. Furthermore, upon termination of the tenancy the '**Plot Holder**' shall remove the building or structure within 7 days or it will become the property of **Toddington Parish Council**.

m) **Pathways.** The '**Plot Holder**' shall maintain the common pathways on the East (toward Dunstable Rd) and South (furthest from the driveway to the Glebe) sides of

their own allotment plot. Paths should be strimmed/mowed and must not be blocked. These paths are deemed to be part of the allotment area.

n) **Produce.** The '**Plot Holder**' shall cultivate the allotment garden and shall use it only for the production of fruit, vegetables and flowers for domestic consumption. However, '**Plot Holders**' will be permitted to sell any excess of fruit, vegetables and flowers produced on their plot.

o) **Inheritance.** The Executors, Trustees or Beneficiaries of the '**Plot Holders**' estate must give written notification to **Toddington Parish Council** within 28 days of the demise of a '**Plot Holder**'. The plot may be allowed to continue with the dependants/ beneficiaries at the discretion of the Parish Council provided such dependants/beneficiaries are residents of the Parish. If this is not the case, the tenancy of the deceased '**Plot Holder**' will be terminated.

p) **Liability.** **Toddington Parish Council** accepts no liability in respect of any claim whatsoever arising from personal injury to the '**Plot Holder**' or any third party and the '**Plot Holder**' agrees to indemnify **Toddington Parish Council** in respect of any such claim made against it. Furthermore, **Toddington Parish Council** accepts no liability to the '**Plot Holder**' in respect of any damage to the allotment plot or theft of any item or structure placed on the allotment plot.

q) **Relocation.** In the event that a '**Plot Holder**' ceases to be a permanent resident of the Parish, it is hereby agreed that this agreement will automatically terminate on the 30th of September of the Year following the Year in which the '**Plot Holder**' ceases to be a permanent resident of the Parish. For the avoidance of doubt 'Year' means each period of twelve months commencing on the 1st of October of each calendar year and ending on the 30th September of the following calendar year.

r) **Watering.** It should be noted, only hand held watering and hand held hoses are permitted. Use of sprinklers is prohibited. Hoses left on and unattended are also not allowed. We respectfully request all '**Plot Holders**' have consideration for others as if taps remain on it will affect water pressure and availability on other areas of the allotment gardens.

s) **Vacating.** When you are vacating your plot at the end of its use, we kindly ask that you remove all your belongings, rubbish etc. We do not have the means to remove '**Plot Holders**' belongings or rubbish. This is the responsibility of the '**Plot Holder**'. If after vacating the plot it is found that any rubbish or belongings have not been removed, under this agreement, we have the right to invoice the '**Plot Holder**' the full costs of its removal.

t).**Inspection.** **Toddington Parish Council** reserves the right for any Councillor, officer or employee of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the allotment.

u) **Abandonment.** If in the opinion of **Toddington Parish Council's** allotment portfolio holder and after careful inspection, it is deemed that the '**Plot Holder**' has abandoned his/her plot or allowed the plot to become overgrown due to non-attendance or any other reason. **Toddington Parish Council** reserves the right to terminate this agreement. Furthermore, the cost of clearing and preparing the plot for re-letting will be borne by the '**Plot Holder**' of this agreement.

v) **Termination.** **Toddington Parish Council** maintains the right to terminate this agreement after 28 days notice if:

1. The Rent is in arrears for not less than 28 days.
2. The '**Plot Holder**' is not duly observing the above conditions.

The payment of the agreed allotment rent by the '**Plot Holder**' shall constitute an acknowledgement that they understand and accept the above conditions of this agreement.

Signed.....Date.....

(Clerk/Assistant Clerk to the Council)

Signed.....Date.....

'Plot Holder'

(This agreement replaces all previous agreements, between Toddington Parish Council and the 'Plot Holder' in accordance with Allotments Act 1922)