



Hail Weston Parish Council Allotment Holders Tenancy Agreement

Hail Weston Parish Council accepts no responsibility for loss/damage or injury within the Allotment site.

The terms 'Tenant' and 'Allotment Holder' are interchangeable in this document.

The Tenancy of Hail Weston Allotments is subject to the following conditions and regulations:

- 1) The Parish Council is not responsible for insurance protection on individual plot(s). The Tenant is responsible for arranging adequate insurance protection against any loss, damage and/or injury sustained by any person by whatever means within the Allotment site.
- 2) Each Tenant shall be a working Allotment Holder engaged directly in allotment cultivation. New applicants for allotments must reside within Hail Weston. **Unless there are no residents on waiting list and vacant allotments are available. A resident can 'sponsor' the applicant ie) applicant is a family member or friend of HW resident. This decision will be made by the Parish Council and reviewed in October and annually thereafter. If residents form on a waiting list Parish Council may terminate 'non- resident' at annual review in October. This decision will be made by the Parish Council and is final.*
- 3) The minimum age for a Tenancy is 18 years of age. From August 2015 any tenant moving from Hail Weston will have to relinquish their tenancy within 6 months of moving out of the village. ** Applicable If there are resident(s) waiting for an allotment on a waiting list. If no waiting list the Parish Council will review in October and annually thereafter. This decision will be made by the Parish Council.*
- 4) With special regard to safety, Allotment Holders are responsible for any person(s) they invite to the site. The site may not be used for any organised event without the prior knowledge and approval of the Parish Council, such approval must be obtained via the Parish Clerk. Children are welcome and encouraged to take part in helping towards a good state of plot cultivation.
- 5) The allotment tenancy year runs from 1st October to 30th September.
- 6) The rent shall be paid by the 1st October of each year.

- 7) The allotment rent is for twelve months in advance and is non refundable.
- 8) Rent is not on a pro rata basis and a full twelve months rent is payable even for a part year for new tenants.
- 9) A numbered code will be issued to each Allotment Holder against a signature on the tenancy agreement for water tap.
- 10) Parish Records of Tenancy relate to each plot number with the name and address of the current Allotment Holder recorded. All data is held by the Parish Clerk and is in accordance with data protection guidelines.
- 11) In the event of an Allotment Holder's inability to cultivate a plot because of illness or other personal circumstances, but wishes to continue renting the plot, the Allotment Holder must contact the Parish Clerk at the earliest opportunity.
- 12) If an Allotment Holder wishes to vacate the plot at any time, the Allotment Holder should write to the Parish Clerk advising when the plot will become available for re-letting.
- 13) The Parish Council may terminate any individual tenancy:
 - (i) If the rent is in arrears for more than four weeks.
 - (ii) If the Allotment Holder is not duly observing the conditions of tenancy.
 - (iii) By giving the Allotment Holder at least 12 months' notice, with expiry on 31st October in any year.
- 14) If an Allotment Holder of a full plot is having difficulty in cultivating the whole plot the Allotment Holder should consult the Parish Clerk as it may be possible to convert the Tenancy to a half plot.
- 15) The Parish Clerk and Councillors of the Parish Council shall be entitled to inspect the Allotments at any time. Any reports on such visits will be submitted to the Parish Clerk and published to the Council.
- 16) Where it is necessary to use hosepipes, they must not be used with a sprinkler, left unattended or be in a state of disrepair. Any hose attachments must have an on/off switch at delivery point. A hose must be removed from the tap on request of another allotment holder requiring water by watering can. Any problems with the supply of water must be reported to the Parish Clerk.
- 17) The Allotment Holder shall keep their allotment(s) clean and in a good state of cultivation and fertility. As with other conditions in this agreement failure to comply could result in termination of the agreement – see 12 (ii).

- 18) The Allotment Holder shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the Parish Council for the use of the occupiers of the allotments.
- 19) The Allotment Holder shall not sub-let any part of the allotment.
- 20) The Allotment Holder shall not without the written consent of the Parish Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
- 21) The Allotment Holder shall keep every path that forms part of the boundary of their allotment properly trimmed.
- 22) The Allotment Holder shall not erect any building or structure on the allotment - compost enclosures, fruit & vegetable cages, poly tunnels and mini green houses are exempted provided they are temporary and do not become obtrusive.
- 23) When using any spray or fertilizers, the Allotment Holder will:
 - a) Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and make good or replant if necessary should any damage occur as a result of negligence in this matter.
 - b) Restrict the use of weed killers to recognised and approved main brands available from retail outlets. They must be applied according to the manufacturer's instructions.
 - c) Comply at all times with current regulations.
- 24) Allotment waste will be dealt with by the Allotment Holder by the following:
 - a) Removal from site e.g. for eventual disposal in a designated recycling centre.
 - b) Composted, in accordance with accepted good practice, on the Allotment Holder's own plot.
 - c) Burnt in a bonfire - if possible using dry material with brisk burning and as smoke free as possible. The burning of domestic and industrial waste is strictly forbidden. All bonfires must be carefully controlled and means of putting out the fire must be kept in close proximity. Fires are to be completely extinguished prior to leaving the site.
- 25) Waste or any other matter may not be deposited in area of the allotments.
- 26) Carpets are not permitted as a form of weed control.
- 27) Allotment Holders will only be permitted to rent up to one full size plot (or equivalent). The Parish Council may review this rule if there is not a waiting list.

28) In the event of death, where a spouse/partner is clearly known to have worked regularly and jointly with the Allotment Holder and has residency in Hail Weston, the Tenancy shall pass to the spouse/partner who will be asked to sign a new tenancy agreement.

29) In the event of death, Where the Allotment Holder has been known to work alone, i.e. without assistance from a partner or spouse, re-allocation of the plot will be withheld for a period of not less than two months, but not more than six months from the date of decease. Disposal of produce grown/harvested and/or horticultural equipment remaining on site shall be arranged by Hail Weston Parish Council in liaison with the next of kin. At all times such arrangements shall be made without prejudice to any benefit arising there from.

30) The decision of the Parish Council, subject to law, shall be final in any dispute arising from any part of this Agreement.

31) Dogs are allowed on the allotment site and must be kept on a lead at all times. Any Dog mess must be removed from site.

32) The tenant will not plant any trees other than dwarf fruiting trees maximum height at maturity: 10ft or install a pond or water feature.

33) You must inform the Council immediately of any change of address.

SIGNED ON BEHALF OF THE PARISH COUNCIL:

Print name
Date

Signature

SIGNED BY THE TENANT:

Print name..... Signature.....
Date.....2017

