

## CLAYTON PARISH COUNCIL AGREEMENT & SITE RULES IN ASSOCIATION WITH GLENHOLME ALLOTMENT ASSOCIATION

### THE AGREEMENT

This Agreement is made on the 1<sup>st</sup> April 2020 between CLAYTON PARISH COUNCIL & GLENHOLME ALLOTMENT ASSOCIATION and the tenant

1. The Parish Council in Association with Glenholme Allotment Association lets and the Tenant takes the allotment garden known as Plot Number (.....) in the allotment from the 1<sup>st</sup> April until 31<sup>st</sup> March 2021 until determined as hereafter in return for the rent and water charge payable under this agreement and on the terms in the agreement during the continuance of this tenancy.
2. The Parish Council in Association with Glenholme Allotment Association hereby agrees with the Tenant to provide a sufficient supply of water with standpipes and taps upon payments by the Tenant. The parish Council reserve the right to shut off such supply of water and to empty and pipes whenever it deems fit for purpose of protecting the pipes in time of frosts or otherwise.
3. The billing period is from 1st April to 31st March.

Full plots £35 rent plus £20 water rates.  
Half plots £25 rent plus £10 water rates.

All rent and water charges are subject to an annual review.

Water rates are subject to reviews under **clause 4** payable by the 1<sup>st</sup> October each year. A reduced rent for one plot only, may be claimed by those tenants who are:

- Over the age of 65
- Claiming sickness, unemployment or disability benefits
- Running the plot on behalf of a Charity
- A student

(Upon production and the necessary proof)

4. It is hereby agreed and declared that the Council may from time to time during the continuance of this Tenancy at its sole discretion increase or decrease the rent and water charge payable hereunder or either of them and any reference herein to the rent and water charge shall be constructed and take effect accordingly. Any increase shall take effect from the 1<sup>st</sup> April each year.

With regards to any increase or decrease the following provisions shall apply and have effect.

- 4.1 The revision of the rent and the water or either of them shall be effected, by notice in writing under the hand of the Councils Authorised Signatory.
- 4.2 In the event of the rent and water charge or either of them being varied, these amounts will replace those in clause 3
5. The amount charged for water shall be based upon the water charge paid by the council in the twelve months previous when the water charge is set.
6. The tenant hereby agrees with the council to observe and perform the provisions and stipulations contained in the schedule hereto.
7. The council shall on termination of the Tenancy hereby created be entitled to recover from the Tenancy by virtue of section 4 of the Allotment Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.
8. The tenancy hereby created shall be determined and come to an end.
  - 8.1 On the expiry of a 12 months or longer notice to quit in writing given by either party.
  - 8.2 On the 31<sup>st</sup> March next after the death of the Tenant
  - 8.3 By re-entry by the council after 3 months' previous notice in writing to the tenant on account of the land being required for building, mining or any other purpose relating to a function of the council or for roads or sewers necessary in connection with any of those purposes.
  - 8.4 By re-entry by the council without notice if the tenant shall be any breach of any provision or stipulation contained in the schedule hereto or if the tenant becomes bankrupt or compounds with his creditors.
9. Any notice/invoice given by the council under this agreement will be signed by a duly authorised signatory of the council. All correspondence served will be sent to the tenant by recorded post at his/her last known address or left for him/her on the said plot so please make sure your details are up to date.
10. It has been officially agreed by council that if a plot is officially worked by 2 or more tenants, these names shall be included on the agreement at the commencement of the agreement, but the number of names must not exceed three. The council should be informed immediately of any changes in the tenancy which will have to be agreed by them at the next parish council meeting.
11. The elected Glenholme Allotment Association representatives would be your contact for day to day queries/concerns/suggestions etc. These would be brought to the attention of the Parish clerk where necessary.

## SCHEDULE & RULES

1. To pay the rent and water charge by 1<sup>st</sup> May.
2. To pay all the rates and taxes attributable to any building erected on the allotment garden but not any other rates and taxes which will be paid by the Parish Council.
3. The Parish council insurance covers the communal areas of the allotments. It is the responsibility of the plot holder to ensure they have adequate cover in place for their allotment if they should choose to.
4. The plot must be used solely as an allotment garden to grow fruits, vegetables, herbs or flowers for personal use/ consumption in line with the Tenancy Agreement
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. The tenant shall observe additional rules that Clayton Parish Council in association with Glenholme Allotment Association may make or revise for the regulation and management of the Allotment Garden by the Council.
7. All plot holders should treat each other with respect and dignity. Anyone found infringing this could risk being evicted from their plot.
8. Rubbish must not be piled against fences as this can cause them to lean and / or rot; it impedes any maintenance.
9. Parking in front of the allotment gates is not allowed unless for a short time whilst loading and unloading your vehicle.
10. The plot holder is responsible for disposing of all rubbish from their allotment garden. This includes disposing of both green waste and other non-combustible items.
11. Green waste (grass clippings, hedge trimmings, branches, plants, flowers, leaves) **cannot** be composted on site in the communal areas. You must either compost within your plot or remove off site. If in doubt check with your allotment association representative. The bays are reserved for manure only.

12. The plot holder must not deposit, or allow anyone else to deposit/fly tip rubbish anywhere on the allotment garden site with the exception of manure and compost (in such quantities as may be reasonably required for use in cultivation) Neither must they place, or allow to be placed, any refuse or decaying matter in hedges or ditches adjoining the land.
13. To exercise all proper care and diligence to prevent waste water from any pipe, stand pipe or tap provided by the Council and in particular not to turn any water supply which may have been shut of by the Council.
14. To keep the allotment garden clean and rubbish free also keep 75% of the allotment cultivated and fertilised and in a good condition and to pay compensation in respect of any deterioration of the land as provided in Section 4 of the Allotment Act 1950.
15. The allotment will be inspected every 6 weeks from 1<sup>st</sup> May until the end of October. If your allotment is not maintained you will be sent a letter asking you to bring your plot into use, weed free and cultivated. (anyone experiencing any difficulties should contact the clerk in the first instance). If after the 28 days have expired, it is deemed that the plot is still not up to standard you will be sent another letter giving notice to quit the plot. You will have 7 days to remove your personal possessions. The Council reserves the right to recover any costs from the plot holder for undertaking such works, including legal fees, upon vacation
16. Not to sublet or underlet, assign or part with the possession of the allotment garden or any part of it without written consent of the Parish Council under the hand of its authorised signatory.
17. Not to erect or use and buildings on the allotment garden otherwise than in accordance with the terms of the written consent of the council under the hand of its authorised signatory which consent may be subject to such conditions as to position construction or use as the council may in its unfettered discretion think fit and in particular not to use any such buildings as a dwelling or for sleeping or a workshop pig sty, dog kennel or pigeon cote.
18. To save harmless and keep indemnified the council against all claims, costs, charges and demands which may be made or sustained by the council by any person or persons whomsoever by reason of the erection, use or removal of any such building and to keep any such building in good order and repair and to remove such building before the end of the tenancy and reinstate the allotment garden to the satisfaction of the Parish Council.
19. To keep every edge that forms part of or adjoins the allotment garden properly cut and trimmed. All ditches, fences, gates and paths forming part of or adjoining the allotment garden properly cleansed, maintained and repaired.
20. Not without written consent of the Parish Council under the hand of its authorised signatory to plant trees or cut, prune any timber or other trees or take sell, carry away any mineral, gravel, sand or clay.

21. Not to cause any nuisance or annoyance to the occupier of any allotment garden and in particular, keep any dog which is taken onto the allotment garden on a leash at all times and under proper control. Not to obstruct the access road or paths set out by the council for use of the occupiers if the allotment gardens nor use barbed wire for fencing adjoining and cart – road or path.
22. Not use or permit the use of the allotment garden or any buildings thereon for any illegal or immoral purposes or for the consumption of intoxicating drink or gambling in any form.
23. Not without the previous consent in writing of the councils' authorised signatory to use the allotment garden for the growing of produce for sale.
24. To permit the council, by its councillors or officers, to enter the allotment garden and any buildings thereon at all reasonable times for the purpose of inspection and for ensuring the site observance of the foregoing provisions and stipulations.
25. Under the Allotment Act 1950, only poultry and rabbits are allowed to be kept on the allotment, this does not include cockerels. A minimum of 2 and a maximum of 4 chickens or bantams permitted per allotment.
26. We may end your tenancy of your allotment by giving 28 days written notice to quit if :
  - the rent is in arrears for 40 days or more, whether legally demanded or not.
  - after 3 months tenancy, the allotment is not clean and in a good state of cultivation.
  - the tenant has failed to comply, within a reasonable time, with a notice requiring the tenant to remedy any failure to observe the conditions of this agreement.
27. You may end your tenancy by giving 28 days written notice of the date you will hand back the tenancy.
28. Bonfires/burning of rubbish

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. There is a maximum fine of £20,000 for an offence.

Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic.

Smoke from bonfires can be annoying to neighbours, ruining their enjoyment of their garden so please be mindful of this. (Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems)

You are permitted to burn in a galvanised incinerator/receptacles bin only within your plot. If you have any doubt about what to use, please contact your Allotment Association member.

Plastic must not be burnt.

Causing a nuisance by having open bonfires on an allotment could lead to the termination of a tenancy.

Please contact the Allotments Officer if you should require further advice on bonfires on allotments.

**AS WITNESS** the hands of the tenant and an authorised signatory of the council.

**SIGNED** on behalf of the Parish Council .....

**DATE** .....

**SIGNED** by the tenant .....

**DATE** .....