

# HURSTBOURNE TARRANT PARISH COUNCIL

## Allotment Tenancy Agreement

This agreement applies to the allotments owned by the Parish Council, situated on the Ibthorpe Road, adjacent to Old Malt Cottage.

### **Each allotment tenant must adhere to the following:**

1. Each applicant for an allotment is licensed to hold a particular plot or plots for one year commencing on the 1st January, reviewed annually by the Parish Council.
2. The annual rental fee is payable in January of each year, on notification by the Clerk.
3. The tenant shall, during the period of the tenancy, carry out the following obligations:
  - (a) keep their plot in a clean, decent and good condition and properly cultivated and shall be surrendered at the end of the tenancy in a likened state.
  - (b) **the use of sprinklers is prohibited.** Containers for the collection of rainwater may be sited within the boundary of each plot.
  - (c) no nuisance or annoyance shall be caused by the tenant to any tenant or other part of the allotments provided by the Parish Council, nor to any adjoining private property.
  - (d) no beehives, livestock or poultry of any kind shall be kept at the allotments.
  - (e) dogs taken onto the allotment site will be kept on a lead at all times and any fouling cleaned up and removed from the site.
  - (f) no buildings or other permanent structures shall be erected on the allotment site without first obtaining the written permission of the Parish Council. Neighbouring properties must be considered when a decision is made regarding this matter.
  - (g) no large structures such as picnic tables, fruit cages, poly-tunnels, etc, shall be brought onto the allotment site without first obtaining the written consent of the Parish Council.
  - (h) the tenant shall not assign the tenancy sub-let or part with the possession of any part of the allotments
  - (i) the tenant shall maintain in decent order all fences and ditches forming part of their plot.
  - (j) the tenant shall not without first obtaining written consent of the Parish Council (and subsequently, if required, the permission of the Borough

# HURSTBOURNE TARRANT PARISH COUNCIL

## Allotment Tenancy Agreement

Council) cut, lop or fell any tree growing on the allotments.

- (k) allotment plots may only be cultivated for producing fruit, vegetables and flowers for domestic consumption by the tenant and their family, or for donating, not for commercial purposes.
- (l) the tenant shall not obstruct or permit the obstruction of any of the paths on the allotments set out for the use of all tenants.
- (m) the tenant shall permit the inspection at all reasonable times of the allotment plot by any officer of the Parish Council.
- (n) the tenant must not light any bonfire other than on the designated bonfire site at the top of the allotments, and then only after obtaining prior permission from the Parish Council. Due regard must be given to the direction of the wind, in order not to cause a danger or nuisance to neighbouring properties (many of which are thatched).
- (o) the allotments shall not be used as a storage facility for items not used directly for the cultivation of the allotment by the tenant.
- (p) the tenant shall take reasonable steps to control and eradicate any disease, vermin or pests, on or connected with, their plot.
- (q) any children on site must be supervised by the tenant at all times.

4. The Parish Council is not liable for any costs, damage, injury incurred, or lack of performance caused by vandalism, theft or acts of God on the allotment site.

5. The Parish Council will undertake to keep the hedges and ditches on the boundaries in reasonably good order, and to arrange for the main paths within the allotments to be cut as and when required, if not maintained by individual tenants.

6. The Parish Council will keep and maintain a water supply at the present points – available from May to October each year. **The use of sprinklers is prohibited** as it encourages excessive and unfair water consumption.

7. The Parish Clerk may terminate any tenancy by giving 14 days' notice in writing if after a written warning the tenant continues to be abusive or threatening to Council staff, other tenants or members of the public whilst engaged in allotment activities or when on the allotment site.

8. The Parish Council may terminate any tenancy by giving 14 days' notice in writing if, after a written warning, the tenant continues to breach any of the obligations set out in paragraph 3 (a-q) above.