

# Stoke sub Hamdon Parish Council

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## Tenancy Agreement for the Allotment Gardens in Stoke sub Hamdon

Adopted 4<sup>th</sup> December 2024. Min ref. 24/293(b)

In these conditions '**The Council**' shall mean the Parish Council of Stoke sub Hamdon, and the '**Allotment Gardens**' shall mean either a Full Allotment (equivalent to 10 perches or thereabouts), or Half Allotment (equivalent to 5 perches or thereabouts) the plot being let to the:

Tenant: \_\_\_\_\_

Of address: \_\_\_\_\_

(Hereinafter called '**the Tenant**') of the other part by which it is agreed that:

The Council agrees to let and the Tenant agrees to hire yearly from the **1st day of January 2025**, the Allotment Gardens in the area of land known as \_\_\_\_\_ and numbered \_\_\_\_ in the Register of Allotment Gardens provided by the Council and comprising of *(Please tick)* **10** \_\_\_\_ (**Full Allotment**) or **5** \_\_\_\_ (**Half Allotment**) perches or thereabouts.

New plots are issued on a probationary period of two months and must be maintained within this period. Half of the plot must be fully cultivated within two months. After the probationary period, the remaining half of the plot will be made available for cultivation. Failure to cultivate the plot within this period in accordance with the Conditions listed below shall result in a written warning. If no progress has been made within one month from the date of the written warning, then the Tenancy shall be terminated.

New tenants are required to pay a one-off non-returnable fee of £25 per Full Allotment Garden, or £12.50 per Half Allotment Garden, and are expected to leave such Allotment Gardens clear at the end of such tenancy.

Where the Tenant has already paid the requisite fee value to the Council for the said Allotment Gardens under their existing Tenancy Agreement, then no further fee is required. The Tenancy is subject to the Allotment Acts 1908 and 1950 and is also subject to the following conditions:-

- 1 Any applicable non-refundable fee shall be paid in advance by:  
BACS Sort Code 30-90-89 Account Number 39240860, cash or cheque, at the commencement of the Tenancy.
- 2 The Tenant shall not sub-let, or assign, the Allotment Gardens, or any part thereof, without the prior written agreement of the Council.
- 3 The tenant shall keep the Allotment Gardens in a clean and tidy condition, properly cultivated, and specifically free from weeds, rubbish and litter and also make reasonable effort to keep the Allotment Gardens free from moles, rats, and other pests and vermin.
- 4 The Tenant shall use the plot as an Allotment Garden ONLY (that is to say wholly or mainly for the production of fruit or vegetable crops for the consumption by the Tenant and their family) and for no other purpose. The Tenant should note that grass is not defined as 'cultivation' and grass should be restricted to pathways across or around individual allotments.
- 5 The Tenant shall not cut, lop, top or fell any existing tree growing on the Allotment Gardens without first obtaining written consent of the Council.
- 6 Notwithstanding the contents of the previous condition, the Tenant shall not plant any trees on the Allotment Gardens except that they shall be entitled to grow soft fruit trees, or bushes, up to a height of 5ft, but not to be grown over adjoining plots, or over adjoining walls. Where such trees or bushes grow over adjoining Allotment Gardens plots or walls, then it is the responsibility of the Tenant to lop or cut these down and dispose of the debris.

- 7 The Tenant shall not park, or allow to be parked, or keep, any motor car, caravan, boat or other vehicle (whether derelict or not) on the Allotment Garden plots, except that nothing herein contained shall prevent the Tenant from occasionally parking their own private motor vehicle upon some part of their Allotment Gardens pathway whilst working their plots, access permitting.
- 8 The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment Gardens set out for the use of the Tenants but considering condition 8 above.
- 9 No livestock or poultry of any kind shall be kept upon the Allotment Gardens plots other than reasonable numbers of hens (not cockerels). Upon termination of such Allotment Gardens plots, the Tenant shall remove all temporary structures, equipment and netting associated with such poultry.
- 10 The Tenant shall not erect any building or permanent structure on the Allotment Gardens, nor fence the Allotment Gardens, without first obtaining the written consent of the Council. This condition shall not prevent the Tenant from erecting netted cages to protect soft fruit bushes, or the use of hen houses, subject in both cases to a height restriction of 5ft.
- 11 The Tenant shall not use, or permit to be used, within the Allotment Garden plots any barbed wire or other wire fence along any existing pathway or roadway set out for use by the Tenants, not to enclose or permit to be enclosed, the Allotment Garden plots with barbed wire as aforesaid, or any type of fence, hedge, or wall.
- 12 No nuisance or annoyance shall be caused by the Tenant to any other Tenant of any other part of the Allotment Gardens provided by the Council.
- 13 Where a Tenant uses powered gardening equipment, e.g., rotavator, tractor, strimmer etc., it is for the Tenant to ensure they have adequate third-party liability in place, the Council does not provide such insurance cover for Tenants working the Allotment Gardens.
- 14 Any member or officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the Allotment Gardens.
- 15 The tenancy of the Allotment Gardens shall terminate on the yearly Rent Day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after notice of one calendar month:
  - a) if the Tenant has not paid the requisite non-returnable fee within 7 days following occupancy of the Allotment Gardens; OR
  - b) if the Tenant is not duly observing the conditions of their tenancy; OR
  - c) If the Tenant allows the plot(s) to become overgrown when there is no response to letters from the Council
  - d) if the Tenant become bankrupt or compounds with his creditors
- 16 The Tenant may terminate by providing two months' notice in writing to the Council.
- 17 Any notice required by this Tenancy Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council, and notice to be given to the Tenant shall be treated as sufficiently served if left or delivered by recorded delivery at the address given by the Tenant at the head of this Tenancy Agreement.
- 18 Small bonfires are allowed, but must be contained and not left unattended. Bonfires should be lit **after 4pm** in the winter and **after 7pm** in the summer and must be extinguished before the Tenant leaves the plot(s). Under no circumstances is the Tenant allowed to bring any items onto the allotment site to burn, only vegetation from the allotment site can be burnt. Bonfires must only be lit on the Tenant's own plot(s); using vacant plots to dispose of rubbish/allotment waste is not permitted. Please be considerate of neighbouring residents and ensure any bonfire remains are cleared away.
- 19 Any plot holder found stealing from, damaging another plot, or enabling others to do so will be evicted and risk prosecution.

**North Street Allotments Gardens only** -Tenants whose plots are adjacent to Tunwell Lane and Whirligig are responsible for maintaining the elder hedge to a manageable standard, no more than 2.8 metres.

**Furlands Allotment Gardens only** -There is no access to water. Wire mesh fencing can be erected as these plots are subject to wildlife damage because they are at the end of a field.

**Stonehill Allotment Gardens only** - The trackway behind the houses in East Stoke belongs to those properties. However, the Tenants and the Parish Council have the right to access the Allotment Gardens over the trackway. Tenants can drive to their plots and drop items off but cannot neither park nor leave anything on the trackway.

Signed: \_\_\_\_\_

Clerk to Stoke sub Hamdon Parish Council

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

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Dated: \_\_\_\_\_