

# **Little Paxton Parish Council**

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## **Allotment Holders Tenancy Agreement**

*Little Paxton 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 Little Paxton 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 their Allotment site(s).**
- 2. Each Tenant shall be a working Allotment Holder engaged directly in allotment cultivation. New applicants for allotments must reside within Little Paxton. The minimum age for a Tenancy is 18 years of age. New applicants for allotments must reside in Little Paxton, but on occasion, upon Full Council agreement, tenancy may be extended to applicants immediately outside the Parish.**
- 3. 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 and must be supervised by a responsible adult.**
- 4. The allotment tenancy year runs from 1<sup>st</sup> November to 31<sup>st</sup> October.**
- 5. The rent shall be paid by the 1<sup>st</sup> November of each year.**
- 6. The allotment rent is for twelve months in advance and is non refundable.**
- 7. After the start of the allotment year, rent for new tenants will be on a pro rata basis starting the full month of tenancy i.e. a new tenant on 5<sup>th</sup> July would incur four months rent.**

8. A numbered security gate key will be issued to each Allotment Holder against a signature in the Council Key Register and on payment of a returnable deposit.
9. A water tap key will be available for each Allotment Holder against payment of a returnable deposit.
10. On termination of a Tenancy, the gate and water tap keys shall be returned by the date of tenancy termination to the Allotment Officer or Parish Clerk. The deposit(s) will be refunded by bank transfer and the Council Gate & Key Registers amended accordingly.
11. 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 current data protection guidelines.
12. In the event of a 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.
13. 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.
14. 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 31<sup>st</sup> October in any year.
  - (iv) If the plot is not in cultivation
  - (v) The Clerk's decision on behalf of the Parish Council is final.
15. 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 amend the type of plot.
16. The Parish Clerk, Allotment Officer, all other Officers (including Health and Safety) 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.
17. Dogs are not allowed on the allotment site.

- 18.** Where it is necessary to use hosepipes:-
- (i) Hosepipes must not be used with a sprinkler, left unattended or be in a state of disrepair .
  - (ii) In order to reduce the risk of Legionella after hoses have been used, they are to be drained ensuring any residual water drips out and is not sprayed. If there is any possibility of there being residual water in the hose when reconnecting, then the hose is to be run without spraying to remove any 'old' water.
  - (iii) Hosepipes must be stored away when not in use and not left on the footpaths.
  - (iv) Any hose attachments must have an on/off switch at delivery point.
  - (v) A hose must be removed from the tap on request of another allotment holder requiring water by watering can.
  - (vi) Any problems with the supply of water must be reported to the Parish Clerk.
- 19.** 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 14 (ii).
- 20.** 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.
- 21.** The Allotment Holder shall not sub-let any part of the allotment.
- 22.** 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.
- 23.** The Allotment Holder shall keep every path that forms part of the boundary of their allotment properly trimmed. Weed killers are not to be used on the path.
- 24.** 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. Compost bins should be no larger than 1 cubic metre and not more than 2 per plot. Water butts may be used as compost bins at present.

Water butts may be used for the storage of water and must have a lid which is secure in order to comply with current Legionella regulations.

- 25.** 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 manufacturers instructions.
  - c) Comply at all times with current regulations.

- 26.** 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.

Bonfires are not permitted on the allotment site.

**Waste or any other matter may not be deposited in area of the allotments.**

- 27.** Carpets are not permitted as a form of weed control.
- 28.** From January 2010, Allotment Holders will only be permitted to rent up to one full size plot (or equivalent). This rule will not be applied retrospectively. The Parish Council may review this rule if there is not a waiting list.
- 29.** 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 Little Paxton, the Tenancy shall pass to the spouse/partner who will be asked to sign a new tenancy agreement.
- 30.** 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 Little Paxton 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.
- 31.** The decision of the Parish Council, subject to law, shall be final in any dispute arising from any part of this Agreement.
- 32.** Vehicles are to be parked only in the designated car parks.

Adopted 01/10/20

- 33.** The payment of allotment rent is deemed acceptance of the current Allotment Tenancy Agreement.

Next review date September 2021