

BROUGHTON PARISH COUNCIL

FORM OF AGREEMENT FOR LETTING OF ALLOTMENT

AGREEMENT made this day of

between BROUGHTON PARISH COUNCIL (hereinafter called the Council)

of the one part, and

of

(hereinafter called the tenant) of the other part, whereby the Council agree to let, and the tenant agrees to hire as a yearly tenant from the day of

the allotment garden numbered at Nook Site/Coldgill Allotments at the yearly rent of £..... paid annually in advance increasing to

from and subsequent increases as notified by the Council.

The tenancy is subject to the Allotment Rules made from time to time by the Council, a copy of which has been sent to me and which I accept in full.

Signed
(Parish Clerk)

Signed *..... *
(Tenant)

* Arrange for signatures here and return to

Becc Carter
40 Windebrowe Avenue
Keswick
Cumbria
CA12 4JA

DO NOT SEND ANY MONEY AS AN ACCOUNT WILL BE FORWARDED WHEN DUE

BROUGHTON PARISH COUNCIL ALLOTMENTS
General Conditions Under Which the Allotment Gardens are Let
including Cultivation & Maintenance
(as amended 7 December 2010)

1. All rent becomes due on 1st April and should be paid yearly in advance on receipt of an account from the Council. Failure to pay within one month of receipt may result in one month's Notice to Quit being given. For allotments let part way through any year a pro-rata invoice to the 31st March will be sent.
2. The Council may terminate any tenancy by giving 12 months notice in writing. This excludes any Notice to Quit given by the Council under paragraph 1. The tenant may terminate their tenancy at any time by giving one month's notice in writing to the Parish Clerk. A pro-rata refund will be given upon request.
3. The tenant of an allotment garden shall comply with the following conditions:-
 - (i) At all times keep their allotment garden in a reasonable state of cultivation.
 - (ii) Not keep on the allotment garden any livestock other than poultry, pigeons, rabbits or bees. All animals must be well looked after and the tenant must abide with the regulations concerning animals welfare.
The keeping of trail hounds, racing dogs and dangerous breeds is expressly forbidden and all dog breeding is not allowed. Dogs may be brought to an allotment and must be accompanied and controlled by the tenant at all times within the confines of the tenants plot.
 - (iii) Not cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any paths set out by the Council for the use of the occupiers of the allotment gardens.
 - (iv) Not underlet, assign, or part with the possession of the allotment garden or any part thereof without the written consent of the Council. In the event of the death of an allotment holder, their spouse or partner will be allowed to continue the tenancy if they have previously worked the allotment. Where an allotment holder becomes ill or unable to continue to cultivate an allotment, a member of the tenant's household may apply to take over the tenancy of that allotment.
 - (v) Not, without the written consent of the Council, cut any timber or other trees except for own fruit trees or boundary hedges, or take, sell or carry away any surface soil, mineral, gravel, sand or clay.
 - (vi) Keep all ditches clear and maintain in a good state of repair all gates, hedges and fences on the allotment garden other than boundary fences and hedges which are deemed to be the Council's responsibility and to cut the grass on the pathway adjacent to one's own allotment.
 - (vii) The total coverage of buildings must not exceed 30% of the total area of the allotment.
 - (viii) The erection of a fence of not more than two metres high made from wood, chicken wire, tin sheeting, chain link or similar material around the perimeter of the plot is acceptable. Fencing of any other height or material requires the approval of the Council. This rule applies to new and renewed fencing only. Fencing may be allowed to 3m provided that it is light enabling above 2m.
 - (ix) Observe and perform any other special conditions which the Parish Council considers necessary to preserve the allotment garden from deterioration, and of which a notice to applicants for the allotment garden has been given.
 - (x) The Council accepts no liability whatsoever for tenants' possessions (sheds, implements etc) left on site nor for the storage on site of hazardous substances e.g. pesticides and all such implements/substances must be kept under lock and key if kept on site.
 - (xi) Tenant should not under any circumstances seek to extend the boundaries of their plots nor cultivate communal areas of the site outside the boundary of their plot.

- (xii) To notify the Parish of any change of address of the tenant
 - (xiii) To permit any officer or representative of the Parish Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected.
 - (xiv) No fire may be lit when the wind is blowing towards neighbouring houses. Under the Environmental Protection Act 1990 it is an offence to cause a statutory nuisance, Allerdale's Environmental Health Department have the power to issue an abatement notice if a complaint is received. This rule applies to the Nook Site allotments only.
 - (xvii) If it appears to the Parish Council that there has been a breach of the conditions and obligations on behalf of the Tenant herein contained the tenant will be advised in writing where action is needed and will be given one month to rectify the breach. If no action is taken the parish council will terminate their tenancy giving one months notice.
 - (xviii) If a member feels that they cannot cultivate a whole plot, they should inform the Parish Clerk who will then arrange for the letting of half the plot to the next person on the waiting list.
 - (xx) To indemnify the Council against any loss liability demand claim expense or action arising in respect of injury to or death of any person or in respect of any loss of or damage to any property real or personal however caused arising out of or in connection with the Tenant's use of the Allotment.
 - (xxi) Abide by any additional rules and regulations set out in the Broughton Parish Council Tenants handbook
4. Failure to comply with any of the conditions under paragraph 3 above may also result in one month's Notice to Quit being given.
 5. A waiting list of prospective tenants will be kept by the Parish Clerk and vacant plots allocated in strict rotation by date of application. Applications to be put on the waiting list must be made in writing to the Parish Clerk and dated. Upon reaching the top of the list prospective tenants will be expected to take up the tenancy of the first allotment offered to them or risk being placed at the bottom of the waiting list. This may be waived in special circumstances e.g. pregnancy or recuperation. Preference will be given to Parish residents first and applicants from outside the parish will only be offered allotments if there is no demand from within the parish.
 6. Subject to finance being available, the Parish Council will undertake to keep in good order boundary fences, hedges, gates and their locks, communal areas such as main access paths and car parking areas where these exist and to maintain the provision of water at both sites.
 7. All matters not provided for in these rules shall be dealt with by the Parish Council at their discretion
 8. No commercial activity to be undertaken on or carried out from an allotment. In the event of the Parish Council being made aware that such activities have been or are being carried out, one months warning will be given for the Tenant to remedy the situation, followed one months Notice to Quit.
 9. On ceasing the tenancy agreements, the Tenant agrees to return the allotment to the Council in such a state as meets the condition of this agreement and any tools or implements brought onto the site by the Tenancy are removed.

Tenancy agreement 7th December 2010.