



## ALLOTMENT AGREEMENT

**ALLOTMENT AGREEMENT** made on the day of.....

BETWEEN Warmington Parish Council and , the Allotment Holder.

This Agreement is not a Contract of Tenancy for the purposes of the Agricultural Tenancies Act 1995 or any other Statute.

The Landlord, Elton Estates, has the right to terminate the lease, between itself and the Parish Council, subject to giving 12 months' notice.

### 1.0 CONDITIONS OF USE

It is agreed the Allotment Holder will rent the Allotment or part thereof, being situated at Stamford Lane, Warmington, subject to the following Terms and Conditions:

#### 1.1 RENT

Rent shall be paid each year by October 1<sup>st</sup>

#### 1.2 ACCESS

Access to be from Stamford Lane

There will be no parking on the Land

Temporary access for loading/unloading via the main gate only

Dogs permitted only if on a lead and kept to the allotment holder's plot.

#### 1.3 USE OF LAND

The allotment is to be used only for the cultivation of vegetables, soft fruit, *flowers, herbs and other crops associated with vegetable/soft fruit production. The planting of stone fruit trees, apples and pears or similar is not permitted* “.

Pigs, fowl, bees or other livestock shall not be kept on the Land

The allotment plot must be kept clean and tidy, whereby it should be kept free of rubbish, sheet plastic, old carpet, plastic bags, plant pots and other such containers that are seemingly no longer being used

Allotment Holders to respect the privacy of surrounding neighbours

Particular care is to be taken with bonfires. Allotment Holders are recommended to follow the codes of practice for bonfires, specifically those issued by East Northamptonshire Council

Permanent structures and individual sheds are not permitted. *Individual sheds with the dimension of 6ft x 4ft are allowed as long as the tenant has applied to the Parish Council in advance and has received formal approval, thereby agreeing to the Parish Council's regulations.* Allotment holders have access to the communal building to store tools etc. This building was purchased by the Parish Council and remains the property of the Parish Council

#### 1.4 CULTIVATION

The tenant shall keep the allotment reasonably free from weeds and properly cultivated. After the start of a new tenancy it must be seen that the allotment is regularly tended to and showing signs of progress. Ordinarily, it would be expected that a minimum of 75% of the allotment should be under cultivation by the end of the first year of tenancy.

#### **1.5 ALIENATION**

The tenant shall not sublet or assign any part of the allotment plot. Should the plot become too large to manage easily, arrangements may be made to subdivide the plot and sign a new Tenancy Agreement.

#### **1.6 ALLOTMENT BOUNDARIES**

The Tenant shall keep all footpaths surrounding the plot in good condition, including mowing, weeding and free from obstructions.

The path on the north of the Allotment plot is the responsibility of the tenant.

#### **1.7 SECURITY**

The Tenant is responsible for keeping both entrance gates closed.

The Tenant is responsible for ensuring the locking of the shed when appropriate.

The Parish Council is not responsible for any loss of contents, including in the communal building, arising from vandalism or theft.

#### **1.8 CHANGE OF TENANT'S CIRCUMSTANCES**

In the event of the death of the Allotment Holder this Agreement may be determined by the Parish Council giving 2 months' notice in writing to expire to the personal representative of the Allotment Holder. Disengagement requirements would ordinarily be expected as outlined in Section 2.1 below.

The Allotment Holder must inform the Parish Council immediately of any change of address.

The Allotment Holder must notify the Parish Council of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged absence, accident or illness.

A tenant can decide to discontinue with the tenancy at any time or not renew the tenancy. In either case the tenant shall give the Parish Council one month's notice. In both circumstances a Termination Notice will be issued by the Parish Council, sent by Recorded Delivery, outlining final disengagement requirements as outlined in Section 2.1. below.

## **2.0 GENERAL ENFORCEMENT PROCEDURES FOR TERMINATION OF THE TENANCY**

The Parish Council shall be entitled to terminate this Tenancy if:

### **2.1. THE RENT HAS NOT BEEN PAID**

Annual invoices will be sent out to tenants on the 3<sup>rd</sup> Monday in September

If not paid by October 1<sup>st</sup> a reminder letter will be sent out after 28 days

If the rent continues to be in arrears after 40 days the tenancy shall be automatically terminated by a Termination Letter sent by Recorded Delivery by the Clerk to the Parish Council

The Termination letter will state the reason for termination and request that the tenants belongings, including structures where appropriate, should be removed

Only when the Parish Council is satisfied that the plot has been left tidy, free from excessive weeds and general waste will the Landlord formally terminate the Agreement. It is expected, in the circumstances, that the clearing of the allotment would be within 1 month of the Termination. In the event that the

tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish remove first, the Parish Council will carry out the necessary work and reclaim the costs incurred from the tenant.

## **2.2. THE CONDITIONS OF USE HAVE BEEN BREACHED**

If the tenancy conditions have been breached an Enforcement Notice No.1 will be sent to the tenant through the post

This notice will require the tenant to contact the Parish Council and state that their intention is to continue with the plot and remedy their breach within 14 days

If the tenant has not responded within the 14 days and if it is considered by the Parish Council that the breach has not been remedied or contact made to discuss any extenuating circumstances, the Parish council will send an Enforcement Notice No.2 giving the tenant a final 14 days to resolve the issue.

If no contact has been made with the Parish Council or remedial work completed within the time scale, the Parish Council will automatically terminate the tenancy

A termination letter will be sent to the tenant by recorded delivery outlining final requirement as outlined in 2.1

## **3.0 SERVICES**

Water rates will be paid by the Parish Council subject to the Allotment Holders reasonable use of water

The Parish Council will maintain and repair any fence, hedge or other boundary demarcations for which the Allotment Holders will have to allow access.

## **4.0 MANAGEMENT OF THE ALLOTMENTS**

Rents will be reviewed by the Parish Council annually in July.

A Representative of the Parish Council will be appointed to act as a liaison between the Allotment Holder and the Parish Council

This Representative shall act on behalf of the Parish Council and monitor the condition of the allotment site as well as providing a link between the allotment Holders and the Parish Council.

Allotment Holders are encouraged to report any defects or other issues to the Parish Council Representative

Signed..... (The Clerk on behalf of Warmington Parish Council)

Signed.....(The Tennent)

Please address all correspondence to

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