

West Halton and Coleby Parish Council Allotments

TENANCY AGREEMENT FOR AN ALLOTMENT PLOT

THIS AGREEMENT made on the 1st day of January 2022 between West Halton and Coleby Parish Council ('the Council') and Frances Altoft ('the tenant') of Mayfield, White House Lane, West Halton. DN15 9AZ by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at West Halton and Coleby (WH+C) Allotments and referenced as Plot numbers 1-3 13-14 5 plots total (as per the attached map) at a cost of £10.00 per plot per annum.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of January 2022 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent as stipulated in clause 1, whether demanded or not which shall be payable in full on the 1st day of January 2022 and for every year after the first year of the tenancy on the 1st day of January.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by him/her and his/her family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
6. Allocation of allotment plots must be preferentially offered to residents of WH+C. If it is found that there are spare plots, then these may be rented out to residents outside of WH+C by agreement with the Parish Council. If plots are already occupied by residents outside of WH+C parish, the allotment holders may not be evicted in favour of a WH+C resident, unless it is found that the allotment holder has not adhered to the clauses of this rental agreement.
7. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock in the Allotment Garden other than reasonable numbers of hens, bees or rabbits which shall not be kept for a business or a trade;
 - d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent. Any dog brought to the allotment must be kept on a lead at all times.
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) the tenant may erect buildings or structures which are reasonably necessary for the keeping of hens, bees and rabbits referred to in (c). The tenant may also erect a shed(s) for keeping tools, etc for personal use, and also erect a greenhouse(s)/polytunnel(s) on the Allotment Garden
 - g) not fence the Allotment Garden without first obtaining the Council's consent;

- h) maintain and keep in repair the fences and gates forming part of the Allotment Gardens;
- i) trim and keep in decent order all hedges forming part of the Allotment Gardens;
- j) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's consent;
- k) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his/her property; Refer to the attached risk assessment and observe the Actions/Instructions;
- l) permit an inspection of the Allotment Garden at all reasonable times by the Council;
- m) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
- n) Incinerate only personal allotment garden waste on site, in a controlled and safe manner, after consultation with fellow allotment holders.
- o) Not disclose the gate security code to any person, without specific agreement of all allotment holders and/or the Council
- p) Observe, protect and not disturb the areas which have been set aside for wildlife; e.g. bramble thickets, areas of rough grassland, dead/decaying trees as shown on the attached map.

8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden by the Council.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time, with prior consultation be levied or charged upon the Allotment Garden. If additional charges are to be passed onto the allotment holder, and the allotment holder is not in agreement with the additional charges, the allotment holder may terminate his contract by giving the council one months notice. The council will then refund any monthly rental monies paid in advance on a pro-rata basis.

10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit

11. The tenancy may be terminated by the Council by service of one month's notice on the tenant if: a) the rent is in arrears for 3 months b) it is found that the tenant has not adhered to all the clauses of this agreement.

12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

13. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

14. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.

15. Any written notice required by the tenancy shall be sufficiently served if sent by post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Chairman of WH+C Parish Council.

16. A risk assessment is to be issued to each tenant. Each tenant must read the risk assessment thoroughly, and sign and date a copy. The signed copy is to be returned to WH+C PC upon commencement of the rental.

Signed by Frances Altoft Date: 01/01/2022 The Tenant

Tenant name: Frances Altoft

Tenant address: Mayfield, White House Lane West Halton. DN15 9AZ

Tenant email: dwanowano@gmail.com

Tenant telephone number: 0796765746

and _____ Date: _____

Print name: _____ For and on behalf of West Halton and Coleby Parish Council

For Council use only;

Rent paid

Method paid

Date

Allotment risk assessment issued

Allotment map issued.