

CROSSCANONBY PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

1. Payment of Rent

1.1 The Rent for period 2019 will be £30.00

1.2 The rent of the allotment shall be paid yearly in Advance on or before 1st Jan in each year.

1.3 If the rent is unpaid by the 15th January in any year (unless the Parish Council agrees in writing to the contrary) the tenancy terminates automatically.

1.4 The Parish Council reserves the right to increase the yearly rent on and from 1st January in any year after giving the tenants not less than 3 months' notice.

2. Termination of Tenancy of an Allotment.

The tenancy of the allotment (unless subject to a joint tenancy or otherwise agreed in writing by the Parish Council) shall terminate upon the death of the tenant (The Parish Council will afford family members of the deceased to remove any or all growing crops). All Tenancies will terminate if the Parish Council ceases to have the right of occupation of the allotment land.

The tenancy may be terminated by the Parish Council by re-entry after giving one months' notice:-

2.1 If the rent is in arrears for more than 40 days.

2.2 If any tenant (including a joint tenant) is in breach of the Allotment Garden Rules affecting the Allotment or any other such terms of condition of their tenancy.

The tenancy may also be terminated by the Parish Council giving such notice as is provided for at paragraph 1(1.1) of the Allotment Act 1922.

The Parish Council may also terminate the tenancy by 12 months' notice in writing. A tenant (including one or 2 joint tenants may terminate the tenancy in writing at any time, NO partial refund of rent will be repaid to the tenant/tenants

3. General Conditions.

The tenant must comply with the following conditions. Failure to do so on one or more counts will result in the tenancy held by them being terminated. The Parish Councils decision is **Final**.

3.1 The tenant will not use the Allotment for any other purpose than as a garden as defined in section 22 of the Allotment Act 1922.

3.2 To keep the allotment clean free from weeds and cultivated with compost or other soil improver and otherwise maintain it in a good state of cultivation and fertility.

3.3 To cultivate at least 60% of the total area of the allotment for the production of edible crops; the remaining 40% may be used for other horticultural leisure purposes (lawn, flower beds etc.)

3.4 To cultivate the whole allotment personally and not to sub-let any portion of the allotment to others without written consent of the Parish Council, such consent to be at the absolute discretion of the Parish Council.

3.5 To keep all the tenants boundary's/hedges/ (fences Villa only) adjoining other allotment plots in good order (cut and trimmed).

3.6 NOT to cause any nuisances or annoyance to other tenants of allotment plots, nor obstruct or encroach upon any paths set out for the use of other tenants. Failure to comply with this condition will be seen as a breach of this agreement and will result in ONE months' notice to TERMINATE the tenancy.

3.7 Not without written consent of the Parish Council erect or place on the allotment any sheds, green houses, poly tunnels or other structure except as permitted by the Parish Council in writing, **no structures of any kind are allowed on the Crosby Home Park allotments.**

3.8 Tenants are permitted to bring a dog onto the allotment provided it is kept under control and remains on the tenants plot at all times, it must not cause a nuisance or annoyance to other allotment holders. All faeces must be removed completely from the allotment. Failure to comply with this will be deemed a breach of the terms and conditions of this agreement and permission to have the dog on the allotment will be revoked.

3.9 NOT to light any fires on any part of the allotment.

3.10 The Parish Council will indicate the number of the allotment plot by a post with the plot number on in a prominent position.

3.11 Not to construct a pond bury any tub, tank, bath or the like below ground level which may be a hazard to other persons.

3.12 Not to deposit or permit to remain on the allotment any refuse or any decaying materials (except manure and compost in reasonable quantities for cultivation) in compost bins or frames for the containment of such materials.

3.13 The roadside Gates to be closed after Entry and Exit to/from the allotments by the tenants to prevent any chance of any cattle/sheep being moved on the roads entering and causing damage to tenants allotments.

Upon Termination of the tenancy, (for whatever reason) the Tenant must remove any and all structures on the plot if it has not been properly maintained. Failure to comply will mean the Parish Council will remove them and will invoice the ex-tenant. (This will also include structures placed or inherited by the ex-tenant).

4. Power to Inspect the Allotment

Any member of the Parish Council is entitled at any time to enter and inspect the allotment.

5. Keeping of Poultry & Fowl.

5.1 This is **only allowed** on the Crosby Freeland's and Crosby Villa allotments.

5.2 Any part used for this purpose must be securely and adequately fenced to the satisfaction of the Parish Council.

I the tenant of allotment Number....19....Site.....Crosby Villa.....

Agree to abide by the Allotment Rules as laid down

Tenants name.....

Tenant's signature.....

Date.....

One copy to retained by the tenant. One copy to be returned to Parish Clerk