



ALLOTMENT TENANCY AGREEMENT

This is an agreement between **Crediton Town Council** and **The Tenant**,

Mr Noname, 2 Anywhere Road, Crediton, Devon EX17 1ZZ

The Council agrees to let and the Tenant agrees to hire, as a yearly Tenant from: 30 September 2010

Allotment Number: E31 Allotment Site: Exhibition Road Allotment Size: 125

1. The Yearly Allotment Rent will be subject to annual review by the Council.
2. The Tenancy is subject to the following conditions:
 - a. The rent will be paid in advance on 30 September each year, this will include membership of the Boniface Allotments Association and any group insurances arranged by the Allotments Association. Contact information held by the Council will be shared with the Allotments Association.
 - b. The allotment garden* will be used as an allotment garden and for no other purpose without the prior consent, in writing, of the Council.
 - c. No tenant will have the right to more than one allotment. If a tenant is permitted to have more than one allotment, the Council may give 12 months notice if the allotment is required for a new tenant.
 - d. The tenant must reside within one mile of the outer boundary of the allotment authority (Crediton Town Council). If a tenant is permitted to reside outside this boundary, the Council may give 12 months notice if the allotment is required for a new tenant who lives within the boundary.
 - e. The Tenancy will end on the death of the tenant. The tenant's surviving family may continue with the tenancy, with the consent of the Council and on the signing of a new allotment agreement.
 - f. The tenant is a member of the Boniface Allotments Association which provides public liability insurance associated with operating an allotment garden.
 - g. The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify the Council in respect of any such claim made against it.
 - h. The Council shall accept no liability to the tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.
3. The Tenancy can be terminated by the Council, giving one month's notice, if:
 - a. the rent is in arrears for 40 days or more, whether legally demanded or not.
 - b. after 3 months tenancy, the allotment is not clean and in a good state of cultivation.
 - c. the tenant has failed to comply, within a reasonable time, with a notice requiring the tenant to remedy any failure to observe the conditions of this agreement.
4. The Tenancy can also be terminated by:
 - a. the Council, giving 12 months notice before 6 April or after 29 September, in any year.
 - b. the Council, giving 3 months notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the Council by other agencies.
 - c. the Tenant, giving 3 months notice, at any time.
5. The Tenant will:
 - a. keep the allotment fertile, strimmed and clean, with a minimum two thirds under cultivation.
 - b. not cause any nuisance or annoyance to any other tenant.
 - c. not obstruct or encroach upon any path set out by the Council for the use of other tenants.
 - d. not sub-let or assign, to another person, any part of the allotment.
 - e. not, without the written consent of the Council, cut or prune any trees (except permitted fruit trees – see below), or take or sell any mineral, gravel or clay from the allotment site.
 - f. keep every hedge that forms part of the allotment properly cut and trimmed.



- g. keep all ditches properly cleansed.
 - h. not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the Council for the use of other tenants.
 - i. keep all paths clean and free from weeds, with a minimum width of 40cm (16 inches).
 - j. not erect any building or structure without the approval of the Council. If consent is given, the maximum size will be 2.5m by 1.8m (8 feet by 6 feet); the Council first approving the design and type of construction material used. No material should be used that poses a risk to health and safety, for example, corrugated iron, barbed wire, glass etc.
 - k. not plant any fruit trees without the approval of the Council. If consent is given, the maximum height of the trees should be 3 metres; all tree branches must remain within the boundary of the host allotment and should not obstruct any pathways.
 - l. not place on the allotment any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of a tenants allotment).
 - m. not place any matter in the hedges, ditches or dykes or on any adjoining land.
 - n. ensure that any dog brought into the allotment is securely held on a leash and any fouling is removed. Tenants have a duty of care to each other and to visitors.
 - o. not keep any animals or livestock of any kind on the allotment.
 - p. not erect any notice or advertisement on the allotment except on the notice boards provided and subject to no objections from the Boniface Allotments Association.
 - q. notify the Council of any change of address.
 - r. observe and perform any other special conditions, which the Council considers necessary to preserve the allotment from deterioration.
 - s. will ensure all pesticides are stored in compliance with COPRA (1997) regulations, secured in locked sheds.
 - t. when using sprays or fertilisers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
 - u. will not store any combustible fuels.
 - v. will ensure all water receptacles are stable, not sunken and have secure covers.
 - w. all sheds and structures are maintained in a reasonable and safe condition.
 - x. on termination of this agreement, the tenant will make arrangements for the removal of all personal property within 28 days.
 - y. keep the use of bonfires to a minimum. If used they must be supervised throughout with water available in close proximity in case of emergency, and must be extinguished at least one hour before leaving the site. Please note that any fire damage to another person's property is not covered by the allotment insurance. Use of a suitable metal container for a bonfire is recommended where possible.
6. Any officer or member of the Council will be entitled, at any time, to enter and inspect the allotment.
7. The Clerk or Assistant Clerk may sign any notice or agreement required to be given to the Tenant.
8. This agreement replaces all previous allotment agreements, if any exist, between the Council and the Tenant, and if not returned signed within 30 days of receipt, serves as 12 months notice of termination in accordance with the Allotments Act

Signed
(Clerk/Assistant Clerk to the Council)

Date:

Signed
(Tenant)

Date:

* An allotment garden means an allotment not exceeding a quarter acre, which is wholly or mainly occupied and cultivated by the tenant for the production of vegetable or fruit crops, other than apples, pears and plums, for the consumption by the tenant or the tenant's family, and flowers, provided these are not grown for commercial purposes