

Churchill Parish Council
TENANCY AGREEMENT with TERMS AND CONDITIONS
In accordance with the requirements of the ALLOTMENTS ACTS
1908-1950.

Definitions

Allotment Land rented out also referred to as an Allotment Plot or Plots under the requirements of the Allotment Acts 1908 – 1950.

Plots to be used wholly or mainly for the production of vegetables or fruit crops by tenants and their family only.

Churchill Parish Council is responsible for the day to day management of the site, and affiliation to the NSALG. Plots are rented from Churchill Parish Council (landlords) which will be run in accordance with NSALG rules and constitution,

Plot Holder A person renting an Allotment from Churchill Parish Council.

Common Areas - Areas of land used by all members e.g. main pathway and tracks, turning points, car parks, gates, fencing and hedges are the responsibility of the council.

Tenancy is for twelve months 1st February to 31st January (or part thereof). In the generic but we are not issuing a new agreement every 12 months only if a change is made.

Site Insurance Churchill Parish Council will arrange Public Liability Insurance as part of affiliation to the NSALG. Plot holders are responsible for providing their own insurance cover for any personal property used on their own plot and on the site as a whole.

Landlord. is Churchill Parish Council who will issue all invoices and notices in connection with the allotments.

A plot holder, having completed & signed the tenancy agreement will pay the Churchill Parish Council in advance £90 per full plot per annum and £45 per half plot per annum. To be paid in two equal instalments on 1st February and 1st August. In addition tenants may be required to attend a site maintenance working party.

1. Keep the Allotment clean, clear of detritus, well cultivated and fertile, and in good condition. This means at least 80% of the plot must be under active cultivation during the main growing season April to October (rough dug, green manure or planted out with edible crops) and together with the remainder keep tidy and free from air born weed seeds at all times. The use of commercially weed suppressing landscaping fabrics is permitted. The plot markers must be left clearly visible. Perimeter fences to be no higher than 2 feet 6 inches (0.76m).
2. Not cause nuisance or annoyance to the occupier of any other Allotment, or obstruct the tracks or walkways.
3. Not share or sublet, assign all or part of the plot without written consent of Churchill Parish Council.
4. All motor vehicles brought onto site must be parked parallel with the marked disabled bay, and the site must be secured on departure. The gate combination must not be disclosed to non-users of the site. All allotment committee meetings, plot inspections, special events, and annual rent reminders will also be posted on notice boards well in advance. In the case of any rent increases Churchill Parish Council will give the twelve

months statutory notice of any increase in the rents in writing to all members.

5. Not cut or prune timber. Not take, sell or carry away any mineral, gravel, sand or clay.
6. All fruit trees or bushes must not exceed two metres from ground level and must form part of the 20% non-cultivated area of a plot. In addition, all fruit trees must be grown in the style of cordons, fan and/or espalier from appropriate dwarf rooting stock". Plants grown to extract illegal substances are not permitted. No ornamental trees or shrubs are allowed to be grown in the plot. Small perennial plants maybe grown but only to a reasonable height.
7. Not erect any building or structure on the Allotment without the written consent of Churchill Parish Council. Dimensions, colour, manufactures specification, positioning, rainwater collection provision with adequate water storage are all to be agreed by Churchill Parish Council in advance of erection, solid concrete floors are not allowed. One shed not to exceed (2.23 m²), cold frames/cloches and one greenhouse not to exceed (4.46 m²) are permitted, however walk in poly tunnels are not permitted. IBC water containers must be screened and placed on suitable foundations to bear the weight of the container when full. If the IBC container is raised it must be done in a stable and safe manner.
8. The use of barbed or razor wire, glass or galvanised iron sheeting and carpet is prohibited Only approved child safe water storage containers may be used on site and open ponds are not permitted.
9. Not deposit or allow other persons to deposit any refuse on the Allotments, or place any matter in the hedges, ditches or dikes situate on the Allotments or on the adjoining land.
10. Not bring any dog, or cause any dog to be brought, into the Allotments unless the dog is held on a leash and must not be allowed on other tenants plots ; to remove all faeces deposited by any dog brought onto the land by the plot holder or permitted by the plot holder.
11. The plot holder understands that the Churchill Parish Council will not be liable for compensation upon repossession of the Allotment for any trees or other crops requiring more than twelve months to mature, or less than twelve months in the case of eviction.
12. When using any sprays or fertilizers, to:
 - a) Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and make good or replant if necessary should any damage occur as a result of his negligence in this matter. (The decision of the Parish Council shall be final in any dispute that arises from this section).
 - b) So far as possible select and use chemicals, whether for spraying, seed dressing or any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests.

- c) Only chemicals that are available from retail outlets may be brought onto site, chemicals must be kept in original containers and in a child safe place at all times.
 - d) Comply at all times with Health, Safety & Risk Assessment, rules as listed on the notice board.
 - e) All green waste must be composted, brown waste, weed roots, diseased plants to be removed from site for disposal. No bonfires are permitted on the allotments at any time.
 - f) The plot holder will not cultivate genetically modified crops.
 - g) Not keep any livestock on the land without the consent of the Parish Council. Subject to the requirements of Section 12(1) Allotments Act 1950. The requirements being that hens (not cockerels) and rabbits only maybe kept. Up to 6 hens can be kept per plot and all food must be kept in lidded metal containers with any food feeders being lifted and stored in the containers or coop overnight. A movable arc or fencing that can be buried as necessary.
 - h) The keeping of bees is prohibited.
 - i) Each and every year of tenancy all plots will be inspected during the growing season 1st April to 30th Sept. Plot holders will be informed if they are not meeting the required standards of cultivation.
13. Make arrangements for disposal of sheds, tools and crops within twenty eight days of the termination of the Tenancy Agreement. If the items are not so removed the Parish Council may dispose of them, and their safekeeping cannot be guaranteed, though every effort to protect them will be made. Also the plot holder undertakes to return all keys for allotment gates, upon relinquish or eviction of the allotment plot.
 14. Any plot holder in breach of this agreement agrees that they may be evicted from their plot. Eviction occurs forty days after receiving notice. However, if during the first fourteen days after receiving the notice the plot holder has outlined steps to correct the breach, or given acceptable reasons for the problems that have arisen, or has resumed cultivation, the eviction notice shall be withdrawn. Temporary absence, illness and family matters may be considered adequate reasons for a period of poor cultivation, and this paragraph shall only be applied after due consideration of current equal opportunity, disability and other relevant legislation, and the rights of the plot holder.
 15. The proper cultivation or other work required, or agreed in response to a notice to quit (in the light of any reasons given) must be done or substantially commenced in the first eight weeks following the date of the original notice, otherwise the tenant hereby agrees that their immediate eviction may take place. Churchill Parish Council will serve all eviction notices as landlords.

16. Rents are due on 1st February and 1st August, if payment is not received within six weeks of the due date plot will be deemed to be vacant and will be re-let accordingly. If a plot tenancy commences part way through a six month rent cycle, the rent will be apportioned equally based on the number of remaining months to the next rent date is due.
17. Schedule of payments: The annual rent due will be set out on the attached schedule and will include the signed paid receipt for the current year and each subsequent year; this will serve as repeat agreement thereafter.
18. Any issues of dispute that cannot be resolved by the allotment plot holders themselves will be referred to the Allotment Committee for decision in the first instance, with the Parish Council being the final arbitrator.

I have read and understood this Agreement as set out above.

Signed _____

Name (print) _____

Date -----/-----/-----

Plot Number -----

Signed on behalf of Churchill Parish Council

Two copies, one for retention by the Tenant