

MAIDEN NEWTON PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

(In accordance with the requirements of the Allotments Acts 1908-1950)

THIS AGREEMENT made the 1st day of November 2020 between the Parish Council of Maiden Newton (hereinafter called the Council) and

Name:

Address:

Telephone:

Allotment Nos.

Email:

(hereinafter called the tenant) by which it is agreed that:

1. The Council will let to the tenant for him/her to hold from year to year an Allotment plot with an approximate area of 250 square meters (or 125 square meters for half a plot) being part of the Allotments provided by the Council and numbered in the Council's Allotment Plan.
2. The tenant will pay an annual rent of £25 (£12.50 for a half Allotment) due on the first day of November each year, the first such payment being due upon commencement of the tenancy. If payment is not made within 40 days (i.e. by 11 December), the plot may be deemed to be vacant and re-let. If there are no Maiden Newton residents on the waiting list, residents outside the parish will be considered for tenancy but will pay double the standard annual rate because they are not contributing to parish income through their council tax.
3. During the period of tenancy the tenant will be responsible for adhering to the following :-
 - (a) The Allotment will be kept clean, clear of rubbish, well cultivated and fertile, and in good condition. This means that at least 75% of the plot must be under active cultivation (rough dug, green manure or planted out with edible crops) and, together with the remainder, be kept tidy and free from air born weed seeds at all times. No barbed or razor wire, galvanised iron sheeting, redundant vehicle tyres or carpet should be brought onto the site or used.
 - (b) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council. Consideration should be given to other tenants and neighbouring properties when lighting bonfires and this should be done in 'fast burn' contained units where possible and not left unattended. Only residue from the Allotment should be burnt (not household or commercial waste).
 - (c) Other than a reasonable number of hens for the tenant's own domestic consumption, no livestock or poultry of any kind shall be kept on the Allotment unless agreed in writing by the Council.
 - (d) No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with their authority or approval, unless kept on a lead. All dog faeces must be removed from the site.

Signed by the Clerk: Mrs M T Harding

C/O West Elworth Farm, Portesham Weymouth, Dorset DT3 4HF, Tel: 07814 016971
Website <http://www.maidennewton-pc.gov.uk/> Email clerk@maidennewton-pc.gov.uk

MAIDEN NEWTON PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

(e) Individual tenants shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment. Maiden Newton Allotments Association will be allowed to divide their plots into mini plots and sublet these to their members.

(f) Small sheds, greenhouses, polytunnels, fruit cages and chicken coups are allowed to be erected on the Allotment as are fences erected to keep rabbits and other creatures out. The tenant shall not, however, erect any permanent building or structure nor fence the Allotment other than as above, without first obtaining the written consent of the Council. For health and safety reasons, any new greenhouses erected must use acrylic or similar panels, not glass. Maintenance and safety of any temporary construction is the responsibility of the tenant.

(g) The tenant shall not plant any trees other than fruit trees on the Allotment and fruit trees larger than dwarf stock are permitted only by consent of the Council. The tenant shall not without first obtaining the written consent of the Council, cut, lop or fell any tree growing on the Allotment.

(h) Tenants shall cultivate the Allotment for, and shall use it mainly for, the production of fruit, vegetables and flowers for domestic consumption by themselves and their family. Consent from the Council must be sought if the tenant wishes to sell surplus other than at the Allotments Association's regular Saturday stall.

(i) When using sprays or fertilizers, tenants must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and, so far as possible, select and use chemicals that will cause the least harm to other tenants and members of the public.

(j) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants nor shall any paths be ploughed up or obliterated in any way. The tenant is responsible for maintaining a path on the left side of the Allotment as you face it from the central road, even if the path is not used. The tenant will maintain a sign on the front left hand corner of their Allotment which legibly numbers it according to the Council's Allotment Plan.

(k) On termination of a tenancy, the tenant will ensure that the compost heap and any shed or other construction is either removed or that ownership and responsibility is handed over to the incoming tenant. The Council reserves the right to charge the tenant for any costs incurred in clearing the Allotment if it is not left in good order.

4. All plots will be inspected during the growing season (1 April – 30 September) of each and every year of tenancy. Plot holders will be informed if they are not meeting the required standards of cultivation.
5. Consideration will be given to tenants with illness or other unavoidable absence for not giving full commitment to their allotment so long as the Parish Council is fully informed.

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6. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may enter the Allotment and the tenancy shall thereupon come to an end 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 entry but remaining unpaid.
7. The Council will not be held responsible for any loss or damage to property on the Allotment.
8. The Council will pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotments.
9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.
10. Every effort should be made to harvest rain water from poly tunnels, greenhouses and sheds. Pumped river water is currently supplied free of charge by Mr Ian Sargent. If this situation changes the Council reserves the right to pass on any costs to the tenant.
11. The Parish Council reserves the right to revise this agreement annually.

Signed

Michele Harding

Clerk to Maiden Newton Parish Council

Signed

Tenant

Date

Please sign and return a copy of this agreement with payment, electronic signature is acceptable

Signed by the Clerk: Mrs M T Harding

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