

Pinvin Parish Council

AN AGREEMENT made this day of

BETWEEN the Pinvin Parish Council (hereinafter called 'the Council') of the one part and

(hereinafter called 'the Tenant')

whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant from the ...day of the Allotment Garden(s) numbered in the Register of Allotment Gardens held by the Council at the yearly rent of £.... payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend.

The tenancy is subject to the Allotment Garden Acts, 1908 to 1950 and to the regulations endorsed on this agreement and also to the following conditions:

1. The rent shall be paid on the 1st October in each year.
2. The deposit shall vary according to the size of the plot and is payable upon occupation of the Allotment Garden.
3. The Allotment Garden will be used as an Allotment Garden and for no other purpose without the prior consent, in writing, of the Council.
4. The boundary of the Allotment Garden may be delineated now or in the future by marker posts as a clear identification the Allotment Garden, and a clear definition of other landholdings, as defined in the Worcestershire County Council Definitive map 31st March 2005.
5. The tenant is responsible for the provision of adequate and appropriate public liability insurance in respect of their personal liabilities associated with operating the Allotment Garden.
6. 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.
7. The Council shall accept no liability to the tenant in respect of any damage to the Allotment Garden or theft of any item or structure placed on the Allotment Garden.
8. The Tenant shall keep the Allotment Garden(s) clean and in a good state of cultivation and fertility and in good condition.
9. The Tenant shall not cause nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct the path set out by the Council for the use of the occupiers of the Allotment Gardens.
10. Access to allotments numbered AV10 to AV20 in the Council's Register of Allotment Gardens shall access the north-eastern boundary of the Allotment Garden from the allotment field on foot only, no vehicles may be used.
11. The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden(s) or any part thereof, without the written consent of the Council.

12. The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees (other than permitted fruit trees (see 16 below), or take, sell, or carry away any mineral, gravel sand or clay.
13. The Tenant shall keep every hedge that forms part of the Allotment Garden(s) properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any gates on the Allotment Garden(s).
14. The Tenant shall not keep any livestock on the Allotment Garden(s), without prior written consent of the Council. If granted the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfaction of the Council. The Tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to keeping of livestock.
 - (a) With the agreement of the Council, up to six hens may be kept in a suitable run with a vermin proof hut for roosting. Cockerels are not allowed.
 - (b) The Hutch and Hen Run together may not exceed 25% of the allotment area.
 - (c) Tenants with more than one allotment are restricted to six hens per allotment.
15. The Tenant shall not use 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 the occupiers of the Allotment Gardens.
16. The Tenant shall not erect any building or structure without the approval of the Council. If consent is given, the maximum size will be 8 feet by 6 feet, constructed of wood, placed on a timber or paving slab base, and kept securely locked. The Tenant shall ensure all buildings or structures are maintained in a reasonable safe condition.
17. The Tenant shall not plant any fruit trees without the approval of the Council. If consent is given, the maximum height of the trees should be 9 feet, all tree branches must remain within the boundary of the host Allotment Garden and should not obstruct any pathways.
18. The Tenant shall not plant any other trees on the Allotment Garden.
19. The Tenant shall not place on the Allotment Garden any refuse or decaying matter (except reasonable quantities of manure and compost, which must be kept within the confines of a tenant's Allotment Garden).
20. The Tenant shall not place any matter in the hedges, ditches or dykes or on any adjoining land.
21. The Tenant shall ensure that any dog brought into the Allotment Garden is securely held on a leash and any fouling is removed.
22. The Tenant shall observe and perform any other special conditions, which the Council considers necessary to preserve the Allotment Garden from deterioration.
23. The Tenant shall ensure all pesticides are stored in compliance with COPRA (1997) regulations, secured in locked sheds.
24. When using sprays or fertilisers the Tenant shall take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
25. Should water be provided, the Tenant will restrict his use to reasonable amounts. The Tenant will only connect a hose pipe to the tap for a maximum of 30 minutes per day and will ensure the tap is locked up again after use.

26. The Tenant will ensure all water receptacles are stable, not sunken and have secure covers.
27. The Tenant will not store any combustible fuels on the Allotment Garden.
28. The Tenant will not burn any material on the Allotment Garden that was not grown on the Allotment Garden. All burning will take place in a manner that does not offer offence to other allotment holders or residents of the area.
29. Any member or officer of the Council shall be entitled at any time to enter and inspect the Allotment Garden(s).
30. These conditions may be varied by the Council by giving twelve months notice.
31. The Tenancy of the Allotment Garden(s) shall terminate on the rent day next after the death of the tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one-month's notice:-
 - a) If the rent is in arrears for not less than 40 days; or
 - b) If the Tenant is not duly observing the Rules affecting the Allotment Garden(s), or any other term or condition of his tenancy, and that deficiency has not been rectified within one month; or
 - c) If the Tenant becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or the Tenant by twelve months' notice in writing

SIGNED on behalf of Pinvin Parish Council

.....
SIGNED by the Tenant

.....