

Ash Parish Council



Rental Agreement 2023/2024

THIS AGREEMENT made on this FIRST DAY OF OCTOBER TWO THOUSAND AND TWENTY THREE BETWEEN the Ash Parish Council (hereinafter called the Council), X (hereinafter called the Tenants) by which it is agreed that:

1 : The Council agrees to let and the Tenants agree to hire, as tenants from 1 October 2023 the Allotment, the area being X Plot - Harpers Road or Shawfield Road and part of the Allotments provided by the Council at Shawfield Road and at the current rent of £X and numbered HR or SRxxx in the Council Allotment Register.

2 : The rent shall be paid on 1 October 2023 until 30 September 2024 and shall be for a period of 12 months.

3. The Council will review the rent annually. A termination period of one month will be required from either party. This is to be given in writing.

4. The Tenant agrees to pay a deposit of £50.00 on the first take-up of the tenancy, returnable at the end of the tenancy. Should the Tenant wish to terminate the use of the plot, the allotment must be handed back to the Council in a clean and tidy condition. The Council reserves the right to deduct from the deposit the cost of any remedial work necessary through poor maintenance or neglect.

5. The tenancy of the allotment shall be terminated by the Council if the rent is in arrears for not less than 30 days, or if the Tenant is not duly observing the rules affecting the Allotment Plot or any other term or condition of the tenancy.

6. The Tenant shall keep the Allotment Plot clean and in a good state of cultivation. Allotments will be regularly inspected by Council officers. Where an Allotment Plot is found to be in an unsatisfactory state of maintenance, written warning of the possible termination of tenancy shall be given to the Tenant. The Tenant shall be allowed four weeks from the date of the initial letter to remedy the situation before termination procedures are enforced. The warning letter will remain on file for 3 (three) years, if during the 3 (three) year period the plot is found to be in an unsatisfactory state again, no further warning will be issued to remedy the situation. the tenancy will be terminated immediately. If the Tenant does not agree with the termination process, an appeal must be made within 7 working days to the Ash Parish Council's Chairman and Deputy Chairman. Their decision will be final.

7. An allotment must be used for the sole purpose of growing vegetables and other edible produce (including common fruit trees, fruit bushes and cut flowers) (but not by way of trade or business) and a Tenant shall not allow any part of the allotment to be uncultivated. The Tenant shall keep the allotment manured or fertilised and shall control all weeds and otherwise maintain it in a proper state of Full cultivation. Fully Cultivated means approved crops are planted / growing or, where produce is not growing the plot is prepared and weed controlled ready for planting.

8. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Plot, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens. No carpets or tyres are allowed on the allotment.

- The Tenant shall not underlet, assign or part with possession of the Allotment Plot or any part thereof without the written permission of Ash Parish Council.
- Only the named Allotment holder or immediate family are authorised to work the Plot, employment or use of outsiders is not permitted without prior permission from Ash Parish Council.

9. All Tenants are responsible for the security of the site. The gates were installed to prevent fly tipping, antisocial behaviour and thefts from the allotments. The entrance gate must be kept Locked at all times. The code for any locks MUST NOT be given to anyone it is for the sole use of the tenants, any Tenant who gives a key or the padlock code, dumps rubbish of any sort within any part of the allotment site or gives permission to do so shall have their tenancy terminated with immediate effect.

10. Tenants must note from September 2022 NO Wood Chipping, decorative bark or similar material is permitted on site.
11. The Tenant shall not, without written permission of the Council, cut or prune any timber or other trees not on their Allotment Plots, or take away any mineral, gravel, sand or clay.
12. The Council does not permit any permanent buildings to be erected on the site. Sheds or greenhouses to a maximum size of 6ft by 4ft (shed) or 8ft x 6ft (Greenhouse) on a non-permanent base can only be permitted with prior written permission of the Council. One greenhouse and one shed only will be permitted per Large Allotment Plot. One greenhouse OR one shed only on small Allotment Plot. All applications to be made in writing and must include a site plan.
13. The Tenant shall not keep any animals or other livestock on the Allotment Plot. The Tenant shall not use barbed or razor wire for a fence adjoining any path set out by the Council for the use of occupiers of the Allotment Plot.
14. The use of any carpet, carpet underlay and any other plastic including fencing that is not officially recognised as being recyclable is not permitted on any allotment plot.
15. The Tenant shall not use a hosepipe from the water points in the Allotments. The use of sprinklers is not permitted. The Tenant shall not make any connection to the water supply, supplied by Ash Parish Council whether temporary or permanent.
16. The Tenant shall only burn their own Plot rubbish for example including old wood, canes and shrubs that are diseased or unsuitable for composting on their own plot. No household rubbish shall be burnt. Bonfires must only be lit, no earlier than one hour before sunset, and when there is no nuisance caused to neighbouring properties and must be tended at all times. NO other bonfires will be permitted on allotment land and any organic material must be composted by the Tenant on the Tenants' own allotment plot or along with any other material removed from the allotment and disposed of by the Tenant.
17. The Tenant shall ensure that any dog brought onto the Allotment site shall be securely held on a short leash and not be allowed to leave the tenants plot and all fouling must be removed.
18. Children brought onto the Allotment site must be under the strict supervision of the Tenant.
19. The Tenant shall ensure that the shared Council shed be kept in a good state of repair.
20. The Council shall be responsible for cutting the boundary hedges of the Allotment site.
21. The Tenant shall be responsible for cutting the grass pathways that are to the left and front as they face the plot from the centre road, if no one is to the right and/or behind them then they become the responsible for all pathways that surround the plot.
22. Any breach of any of the condition of this agreement will result in the tenancy being terminated.
23. The tenancy of the Allotment Plot shall terminate within 6 weeks, unless an alternative period has been agreed with the Council after the death of the Tenant.
24. If a Tenant moves out of the Parish of Ash their tenancy will be terminated. They will be allowed a period of up to 6 months (the actual period to be determined by Ash Parish Council, depending on the season), before the tenancy agreement will be terminated. This will allow for the harvesting of any crops growing on the plot.

Signature/s.....

Printed Name:.....

Date:.....