**TENANCY AGREEMENT BETWEEN REMPSTONE PARISH COUNCIL AND A TENANT OF AN ALLOTMENT GARDEN ON WYSALL LANE, REMPSTONE**

1. The tenancy is on a yearly basis with the rent set annually by the Council.
2. Unless otherwise stated the tenancy will run from January to December. The rent can be paid either annually by the 31st December or quarterly in advance on 31st December, 31st March, 30th June and 30th September to the Clerk to the Parish Council. The Council may issue annual reminders.
3. The tenancy may be in either single or joint names.
4. If the tenant wishes to vacate his/her allotment at any time, then at least one month’s notice must be given in writing to the Council, so that the vacant plot can be offered to other would be tenants.
5. The land is to be used for domestic/leisure purposes only and not for any type of business.
6. The garden should, as far as possible, be kept free from weeds and the fertility of the soil should be maintained.
7. Cultivation should commence within 3 months of the start of the tenancy, where this doesn’t happen a one month improvement notice will be issued, if following this significant cultivation hasn’t commenced the Parish Council will issue a one month termination notice.
8. The tenant must not extract or sell soil, sand or gravel from the site.
9. It is recognised that in this allotment situation, hedges are a problem as they mark road boundaries, delineate plot boundaries and may not be in the sole tenancy of the occupant. Tenants should ensure that boundary hedges, shrubs, fruit trees, sheds etc. should not cast a heavy shade onto adjacent plots.
10. Barbed wire must not be used to form plot boundaries.
11. Tenants are requested to be sensitive to the tenants on the adjacent plots and also nearby houses when burning rubbish. Bonfires must never be left unattended.
12. Sheds and greenhouses of an appropriate size and construction are allowed as long as they are used solely for agricultural purposes.
13. SLCC guidelines 2004 state the keeping of hens and rabbits is permitted and the formal permission of the Parish Council is not required, although tenants should inform the Council of any intention to do so. The welfare of any livestock is the responsibility of the tenant in compliance with the Animal Welfare Act.
14. Tenants who take dogs onto their allotment plots should ensure that the dog is confined at all times to the area within the boundaries of the plot.
15. Because of the restricted access to many of the plots, it may be necessary for farmyard manure etc. to be delivered onto the opposite grass verge and then shared between a numbers of tenants. Every effort must be made to minimise the inconvenience caused to other highway users and any temporary obstruction should be removed as quickly as possible. It must however be recognised that highway verges are not under the ownership or tenancy of this Council.
16. It is recognised that with goodwill and a sensitive approach to other tenants and to the Council, disputes will be few and far between If however they do occur then the tenants will nominate one of their members to discuss any problems with a similarly nominated member of the Council and the Parish Clerk. If ultimately an allotment inspection is deemed necessary then the Council must issue advanced written notice.
17. Each plot shall be numbered with the number clearly displayed on a plan issued with each new tenancy.
18. The boundaries of each plot should be marked.
19. All tenants must provide simple hinged gates to the plots to minimise unwanted incursions.
20. The Council is to be responsible for alerting Nottinghamshire County Council of the need to maintain land drains and culverted brooks under the roadside verges when required.
21. Roadside verges may be cut back at intervals by Nottinghamshire County Council. This however could result in a very untidy appearance and some tenants may want to supplement the County Council with a regular mowing of their own. The Parish Council can have no part in this beyond urging tenants to observe the safety guidelines, which are circulated periodically.
22. The Council would like to remind tenants that it accepts no liability for any loss, damage or injury to tenants/third parties or their belongings occurring on their allotments.
23. Any breach of the terms above may result in termination of the contract. In the event of a breach, the Parish Council will give written notice to request compliance within one month. If the situation is not resolved, the Parish Council reserves the right to terminate the tenancy agreement with one month’s notice.

RPC

Nov 2018

**REMPSTONE PARISH COUNCIL**

**ALLOTMENT AGREEMENT**

 **Parties to the Agreement**

 **Clerk to the Council**

 **Name and Address of Tenant** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **Email Address** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenancy dates**

 **Rent Due**

 **Allotment Plot Number(s)**

 **Signatures of both parties** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **Date of Signatures** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing this agreement you consent to the Parish Council holding your details for the duration of your tenancy and contacting you with matters relating to the allotments.

Please return the completed form along with payment to the address above.