**ALLOTMENT AGREEMENT for PLOT No: .........**

**THIS AGREEMENT** is made on the ...... day of ..................................... 20.......

**THE REEDHAM PARISH COUNCIL** (hereinafter called the Council) of the first part and

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(hereinafter called the Tenant) of the other part.

WHEREBY:

1. The Council agrees to let and the Tenant agrees to hire as a yearly Tenant from the 1st day of October 20..... the allotment garden plot number ............. (as located on the allotment garden allocation *Schedule 2* attached hereto) provided by the Council at the yearly rent as set and subject to periodic annual amendment by the Council payable yearly in advance;
2. A deposit of £30 is required on acceptance of the tenancy. The deposit will be returned on termination of the tenancy if the plot is left in a usable state;
3. The Council shall pay all rates, taxes, dues or other assessments that may at any time be levied or charged upon the plot;
4. An Annual General Meeting (AGM) is to be held in October each year to coincide with annual rent collection;
5. An annually re-elected Allotments Committee comprising two members of the Parish Council, one of whom nominated as chair, together with up to three allotment plot holders, will manage the Allotment Garden;
6. Committee meetings may be called as required by the chair of the committee, a committee member, or jointly by two allotment holders in writing to the Parish Clerk;
7. All allotment holders must normally reside within Reedham;
8. Only one plot per household shall be allocated, excepting if there is a vacant plot and no-one is on the waiting list, a plot may then be let to an existing allotment holder on a one year lease only, renewable only if there is still no-one waiting;
9. Half plots and third plots may be available at the discretion of the Council at reduced rates;
10. The Tenant hereby agrees as follows:

*10.1* To pay the rent hereby reserved without deduction yearly on the 1st day of October in each year, having received 3 weeks prior written notice from the Council and to pay an additional charge for direct use of the water supply standpipes if and when installed as determined by the Council;

*10.2* To observe and perform the rules and conditions set out in the *Schedule 1* hereto;

1. The tenancy may be terminated by any of the following mechanisms:

*11.1* The tenancy of the allotment garden shall terminate on the half-yearly rent day following the death of the Tenant, unless another family member takes on the tenancy;

*11.2* By either party giving to the other twelve month’s previous notice in writing expiring on or before the 6th day of April or on or after the 29th day of September in any year;

*11.3* By re-entry by the Council at any time after giving one month’s previous notice in writing to the Tenant;

*11.4* If the rent is not paid by 1st December the plot shall be reallocated at the discretion of the Council;

*11.5* Any plot holder not working the plot by the 1st March shall, subject to the satisfaction of the Committee, forfeit the plot;

*11.6* If the Tenant has been in breach of the rules and conditions herein contained;

*11.7* Any accusation of pilfering from allotments will be investigated by the Committee and subsequent to proof from such investigation the allotment holder may be excluded from holding an allotment in future;

1. Where the condition of the allotment has deteriorated during the term of the tenancy the Tenant shall be liable to the Council for compensation for such deterioration on termination of the tenancy;
2. This tenancy is subject to the allotments acts 1908 to 1950 and to the “*Rules and Conditions under which the allotment is to be cultivated Schedule 1 attached hereto*” as made from time to time by the Council;
3. Any notice required by this agreement to be given by the Tenant to the Council shall be delivered to or sent by post to the Clerk to the Council;
4. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk or the Allotment Manager and may be served on the Tenant personally or by leaving it at his/her last know place of abode or by affixing the same in a conspicuous manner on the allotment plot;
5. On termination of this tenancy the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 as though the plot as is provided for by the Allotments Acts 1908 to 1950 as though the plot were an allotment subject to those acts. But if the Tenant shall have been paid or promised any compensation by any incoming tenant of the plot, the Tenant before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised;
6. *Additional information to be added here to reflect the content of the Council / Church tenancy agreement when signed w/c 22nd April 2013.*

*Signed on Behalf of*

**REEDHAM PARISH COUNCIL**

 **............................................................................................**

*Parish Clerk*

*In the presence of:*

 *.................................................................................................*

 *Allotment Manager*

Signed by the **TENANT**

 **............................................................................................**

**Name: .................................................................................**

*In the presence of:*

 *.................................................................................................*

 *Allotment Manager*

**SCHEDULE 1**

**RULES AND CONDITIONS UNDER WHICH THE ALLOTMENT IS TO BE CULTIVATED**

The aim is to manage the allotments to the best advantage of the allotment holders and the Parish. The Tenant shall during the tenancy carry out the following obligations:

**1.** The Allotment Garden shall be properly cultivated, kept in a clean and tidy condition and must be maintained weed free when un-cropped;

**2.** No nuisance or annoyance shall be caused by the Tenant to nearby properties or any tenant of any other part of the Allotment Gardens provided by the Council;

**3.** Bonfires will normally not be allowed on allotment plots. (*It is an offence under the Environmental Protection Act 2000 to cause a nuisance with smoke*);

**4.** Green waste should be contained in a tidy composting receptacle(s) to deter vermin. Allotment waste, weeds, prunings, etc must not be dumped beyond the allotment boundaries. Waste not suitable for composting must be removed by the allotment holder to a suitable refuse disposal site;

**5.** No dogs, livestock or poultry of any kind are allowed on the area of the Allotment Gardens;

**6.** The Tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden;

**7.** The Tenant shall not erect any building or other permanent structure on the Allotment Garden, other than the plot shed specified in *Schedule 3*. Plot sheds are not permitted on the third or half plots;

**8.** The Tenant shall not fence any of the Allotment Garden plots;

**9.** The Council shall maintain all fences and hedges forming any boundary to the Allotment Garden;

**10.** The Tenant shall use a proprietary brand of chemical weed suppressant, suitable and safe for use adjacent to the watercourse;

**11.** The Tenant shall use a proprietary brand of weed suppressant material. Carpet underlay or tarpaulin or similar materials are not permitted;

**12.** The Tenant shall cultivate the Allotment Garden and shall use it only for the production of fruit, vegetables, and flowers for domestic consumption;

**13.** The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;

**14.** 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 of the Allotment Gardens;

**15.** No Tenant shall discharge a firearm on the Allotment Gardens except for those persons expressly authorised by the Council;

**16.** Allotment holders are reminded of their responsibility (duty of care) to anyone on their plot and are responsible for keeping the plot reasonably free from all hazards;

**17.** Hosepipes are not allowed on the Allotment Garden;

**18.** Fruit and nut trees and fruit bushes will be maintained to a maximum height of 2.4m (8ft);

**19.** Materials used for bird scaring must be removed from view and stored safely when not in use;

**20.** Asbesdos sheeting and similar hazardous material shall not be brought to the area of the allotments;

**21.** The importing of topsoil or waste soil to the allotment is strictly forbidden to avoid the introduction of injurious or pernicious weed species to the Allotment Garden, such as Japanese knotweed and Giant Hogweed. Should any infestation occur the tenant will be responsible for the removal of the weed species;

**22.** The Allotment Garden will be officially inspected by the allotment committee in Spring and Autumn each year to ensure all plots are being maintained in accordance with these allotment rules;

**23.** The Tenant is notified that the entire ditch on the Southern Boundary is maintained by the adjacent land owner and reasonable access must be allowed for maintenance;

**24.** Access pathways between the full size Allotment Garden plots are to be positioned and maintained as agreed between the two adjacent Tenants;

**25.** Access pathways to the half size and third size Allotment Garden plots, where let, are to be positioned and maintained as agreed between adjacent Tenants. These access pathways must remain clear and cannot be blocked by neighbouring Tenants;

**26.** Bee keeping on the Allotment Garden is encouraged, but subject to strict controls and will only be allowed following full consultation with the Parish Council.