

# CHRISTOW PARISH COUNCIL

AGREEMENT made this First day of October 20\*\* between Christow Parish Council and

Tel no:

email:-

The Council agrees to let, and the above tenant agrees to hire on a yearly basis, the following allotment(s)

No \*\*from the 1st day of October 20\*\*

The yearly rent is agreed by the Parish Council and is payable in advance on acceptance of this agreement and on the 1st October thereafter, currently £25.00per annum, per (Plot) allotment.

THIS AGREEMENT may be terminated on either side by ONE YEAR'S NOTICE expiring on the 31st March or SIX MONTHS' NOTICE expiring on the 30th September.

## **THE TENANT agrees with the COUNCIL as follows:-**

### **General responsibilities**

1. The tenant shall pay the rent on the date stated each year.
2. *Within 1 month of the end of any tenancy the tenant shall remove their personal possessions from the allotment garden.*
3. The tenant shall use the allotment garden as an allotment garden, and for no other purpose.
4. The tenant shall not cause or permit any nuisance or annoyance to the tenant of any other allotment garden; or obstruct any pathway set out by the Council for the use of the tenants of the allotment gardens.
5. The tenant shall not sub-let, or assign, or part with the possession of, either the whole allotment garden, or part of it, without consent of the Council.

### **Care of the allotment**

6. The tenant shall keep the allotment garden free from weeds, well manured, in a good state of cultivation and keep any pathway and bank free from weeds.
7. *In the case of a tenanted allotment garden becoming overgrown and/or neglected, the Council reserves the right to have the plot cleared and to charge the tenant.*
8. The tenant shall not deposit, or allow other persons to deposit on an allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place anything in hedges or ditches in the field or adjoining land.
9. The tenant shall keep a reasonable border between the allotment garden and the boundary hedge, so that a tractor can be used when the hedges need cutting.
10. A tenant wishing to erect a shed on an allotment garden must apply to the Council for permission. The Council will then approve the type, size, and positioning of the shed.
11. Only fruit-bearing trees on dwarfing rootstocks may be planted with the prior permission of the Council. Existing apple trees should be pruned and willows should be cut level with the ground every year.
12. The tenant shall observe and perform any other conditions which the Council considers necessary to preserve the allotment garden from deterioration.

**Safety and security**

- 13. Any electric fence used (maximum 6v) must have the correct warning sign fitted to each side of the fence. The allotment holder is liable for any hurt or damage to person(s) who may come into contact with the electric fence.
- 14. All dogs must be kept on a leash and under control.
- 15. *Tenants shall keep the allotments secure by ensuring that the gate is locked on being the last to leave the site.*
- 16. Any damage shall be notified to the Council immediately.
- 17. The Council shall not be responsible for damage from pests.

**Disputes**

- 18. Any case of dispute between the tenant and any other occupier shall be referred to the Council, whose decision shall be final.

SIGNED:

TENANT .....

CLERK TO THE COUNCIL .....

Bagtor Barton, Ilsington, Newton Abbot TQ13 9RT