



Chalgrove Parish Council

ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT is made BETWEEN Chalgrove Parish Council (hereinafter called the Council) and the name and address of the tenant as shown within the annual invoice (hereinafter called the Tenant) WHEREBY IT IS AGREED as follows:

1. The Council agrees to let and the Tenant agrees to take the allotment plot numbered referenced on the annual invoice on a plan kept by the Council, on the Allotment Site, on a yearly tenancy at the set yearly rent together with yearly water rates.

2. The Tenant agrees with the Council to observe and perform the conditions and obligations set out below and detailed within the Council's Allotment Policy, ref ALL1:

A. Charges – refer to Allotment Policy ALL1 section 9

i. The Tenant must pay the rent within 40 days of the invoice.

ii. The Council may increase the yearly rent according to the Council's policy.

B. Allotment Use refer to Allotment Policy ALL1 section 12

(i) The tenant must use the allotment for domestic purposes only and for no other purpose.

(ii) The Tenant is responsible for the behaviour, conduct and actions undertaken by any person that the Tenant allows to enter the allotment site.

C. Plot Changes refer to Allotment Policy ALL1 sections 14, 15 & 16

(i) The Tenant will seek permission from the Council before passing on or changing plots.

(ii) The Tenant will not sub-let the plot.

D. Cultivation of Plots refer to Allotment Policy ALL1 section 17

(i) The Tenant must keep the allotment clean and tidy, free from weeds, and otherwise maintained in a good state of cultivation and good condition.

(ii) The Tenant shall take all reasonable care when using sprays, fertilisers, and chemicals.

E. Nuisance refer to Allotment Policy ALL1 section 18

(i) The Tenant will not cause or permit any nuisance or annoyance to other tenants, or obstruct or encroach any path or roadway set out by the Council for the use of occupiers of the allotment site.

F. Fires refer to Allotment Policy ALL1 section 19

(i) The Tenant is discouraged from lighting bonfires but when necessary will reduce the nuisance of smoke.

(ii) The Tenant will not burn items that produce noxious smoke such as plastics, vinyl, rubber, carcasses etc.

G. Animals and Livestock refer to Allotment Policy ALL1 section 20

(i) The Tenant will seek permission from the Council before keeping animals or bees on the plot.

H. Dogs refer to Allotment Policy ALL1 section 21

(i) The Tenant shall control and clean up after any dogs.

I. Pest Control refer to Allotment Policy ALL1 section 22

(i) The Tenant shall be responsible for pest control.

J. Buildings, Fencing and Structures refer to Allotment Policy ALL1 section 23

(i) The Tenant will seek permission from the Council before erecting any building, fencing or structure.

K. Vehicles refer to Allotment Policy ALL1 section 24

(i) The Tenant shall not take vehicles onto an allotment site other than to access a car park if available.

L. Waste Management refer to Allotment Policy ALL1 section 25

(i) The Tenant will be responsible for correct handling and proper disposal of waste from their allotment plot.

M. Leaving a Plot refer to Allotment Policy ALL1 section 26

(i) The Tenant shall leave the plot in good condition and free of any buildings, fencing or other structures not in a good, usable order.

N. Warnings and Termination of Tenancy refer to Allotment Policy ALL1 sections 27 & 28

(i) Enforcement proceedings will be initiated, which may result in the termination of tenancy, if the terms of the Tenancy Agreement have been broken in the opinion of the Allotment Committee.

Payment of the annual invoice confirms that the tenant has read and understood the Chalgrove Parish Council Allotment Policy (ref ALL1) and this Tenancy Agreement.