

Agreement for Parish Council Allotments at Spring Lane, Bidborough

AN AGREEMENT made this Day of Two Thousand and Twenty BETWEENAllotment Holder of the one part and Bidborough Parish Council

WHEREBY the Parish Council agrees to the Allotment Holder taking on the tenancy from the Day of Two Thousand and Twenty of the plot numbered at a yearly rent of £ payable annually

1. The rent shall be paid by 1 October each year and that payment should not be made until notification has been received from the Council. The Council shall seek to give one month's notice that the rent is due.
2. The tenancy of the allotment is personal to the allotment holder(s) and cannot be transferred to any other person without the prior written agreement of the Parish Council.
3. The tenancy may be terminated by either party to this agreement serving written notice on the other of not less than 12 months.
4. The Allotment Holder, shall, during the tenancy, carry out all of the following obligations:
 - a) The allotment shall be kept in a clean, decent, and good condition and should be properly cultivated.
 - b) No nuisance or annoyance shall be caused by the allotment holder to any other allotment holder, or any other part of the allotments provided by the Council.
 - c) Reasonable numbers of hens and rabbits, as agreed by the Council, can be kept on the allotment for the allotment holder's own domestic consumption
 - d) No dog shall be brought into or kept in the area of the allotments by the allotment holder or by anyone acting with their authority or approval
 - e) The allotment holder shall not assign the tenancy nor sublet or part with the possession of any part of the allotment
 - f) The allotment holder shall not erect any building or other permanent structure on the allotment nor fence the whole or part of the area without first obtaining the written consent of the Council

- g) The allotment holder shall not cut, lop, or fell any tree growing on the allotment without first obtaining the written consent of the Council
- h) The allotment holder shall cultivate the allotment for, and shall use it only for, the production of fruit, vegetables, and flowers for domestic consumption by their selves and family
- i) The allotment holder may compost green waste on site and all other items not suitable for composting to be removed from the site by the allotment holder
- j) The allotment holder shall not obstruct or permit the obstruction of any of the paths on the allotments set out for the use of all allotment holders and Council staff
- k) The allotment holder shall permit the inspection, at all reasonable times, of the allotment by an Officer of the Council or a person appointed by the Council for that purpose.

5. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the allotments.

6. If the allotment holder shall have been in breach of any of the foregoing provisions of this agreement for a period of one month or longer the Council may re-enter upon the allotment and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of any such re-entry but remaining unpaid

7. On the termination of this tenancy the allotment holder shall be entitled to receive such compensation as is provided for but if the allotment holder shall have been paid or promised any compensation of any incoming allotment holder, the allotment holder shall before claiming any compensation from the Council give it notice in writing of the matters in respect of which any such compensation has been paid or promised

8. Any notice required by this agreement to be given to the Council shall be delivered by e mail to the Clerk and any notice to be given to the allotment holder shall be sufficiently served if delivered by e mail

Signed Date
Allotment Holder

Signed

Date

Clerk to the Council