



**The tenant of an allotment plot must comply with the following general conditions of letting:**

1. To keep the allotment plot clean, free from weeds, well-manured, maintained in a good state of cultivation and fertility and in a good workable condition. Also, to keep any adjoining pathway mown and reasonably free from weeds.
  - i. *If it becomes obvious that a tenant is no longer using their plot for cultivation, or has allowed it to become overgrown, the tenant is in breach of this agreement. The Warden/Council will therefore write to the tenant to advise what steps are necessary to rectify the situation and to bring back in line with the tenancy rules of the agreement.*
  - ii. *Failure to comply with the recommendations in the 1<sup>st</sup> letter/email as outlined in clause (i) within a period of one month, where the plot continues to deteriorate and potentially affects other plot holders, the Warden/Council will write again to emphasise the need to act promptly.*
  - iii. *Failure to comply with clause (ii) after a further month or if the tenant has not responded to the previous correspondence and the plot remains in a poor state, the Warden/Council will notify the tenant that their tenancy is in breach of contract and will therefore be terminated. The plot holder will be asked to retrieve and remove any personal items from the plot.*
2. If there is any reason (e.g. illness, personal circumstances) why a tenant cannot maintain their allotment for a period of time but does not wish to relinquish it, they should contact the Council straight away to discuss. The Council may recommend someone who could be employed through a private arrangement to trim and cover a plot until the tenant is able to re-commence.
3. Tenants who have 'orchard plots' are required to keep the surrounding grass mowed or maintain a regular meadow cutting regime (spring / summer / early autumn). Fruit trees should be maintained by regular pruning and periodically checked for any tree diseases or infestations.
4. Tenants must stay vigilant for self-seeded trees which can spring up quickly on plots. Ash, birch, hawthorn or sycamore trees can become established and prove difficult and costly to remove if left to grow for several months and must be removed.
5. On vacating a plot, the tenant should ensure that the plot is in a workable state for the next tenant and remove all personal belongings from the site, including gardening equipment, unless arrangements have been made to pass on to another tenant.
6. On vacating a plot, any dwarf fruit trees which have been planted on allotments may need to be removed, unless an incoming tenant has indicated they would like to keep them.
7. Not to cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.

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8. Not to underlet, assign or part with the possession of the allotment garden or any part of it, without the written consent of the Council.
9. Not, without the written consent of the Council, to take, sell, or carry away any mineral, gravel, sand or clay or topsoil.
10. To keep every hedge that forms part of his allotment garden properly cut and trimmed.
11. Not to erect a shed, hut, greenhouse or any building on the allotment garden. Tool storage boxes no more than 4 feet in height are permitted, as are polytunnels that meet standards defined by the Council. These must not exceed 2.5 x 2.0 metres in size. Permission to erect must be obtained in advance.
12. To observe the exiting bonfire rules that are based on the British summertime hours and state that fires can only be lit on Tuesday or Thursday. Not between the hours of 0900-1700 hrs in the summer months but anytime on these days in the winter months.
13. Except on Orchard Plots (see Rule 14 below) not to plant any trees on the allotment garden without the written consent of the Council. Only fruit trees from dwarf rootstock may be allowed. Trees must not be planted near the side path and must be far enough inside the plot, so that when fully matured, they do not overhang the path or neighbouring allotments. At the Council's discretion only 1 dwarf tree will be allowed per quarter plot. All trees must be removed before vacation of a plot, unless the incoming tenant has agreed with the Allotment Warden to retain the trees.
14. Orchard plots are let for the purpose of planting and cultivating fruit trees of rootstock no larger than MM106 for apples, Quince C for pears and St Julien A for plums or similar semi-dwarf rootstock for other species. Trees are to be adequately staked and pruned regularly.
15. Not to keep any animals on the land, except in pursuance of the written consent of the Council.
16. Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
17. Not to deposit or allow other persons to deposit on the allotment garden any refuse or place any matter in the hedges or ditches situated in the allotment field of which the allotment garden forms part, or on the adjoining land.
18. Not to bring or cause to be brought into the allotment field of which the allotment garden forms part any dog, unless the dog is held on a leash and effectively restrained. Any fouling by the dog is to be cleared up immediately and disposed of in the bins provided by the Council.
19. Not to bring any child onto the allotment field unless under the close supervision of the allotment holder. The Council cannot be responsible for any accident involving the child howsoever caused.
20. To observe and perform any other special condition which the Council considers necessary for the better enjoyment of the allotment gardens notice of which has been given to tenants in accordance with these rules.

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**PAYMENT OF RENT**

21. New tenants taking on a plot from 1<sup>st</sup> October 2024 and existing tenants taking on an additional plot, are required to pay a one-off £30 deposit, along with their annual plot tenancy fee, which is refundable only if the plot is left in a 'workable' condition. If a dispute arises the deposit return is at the discretion of the Warden/Parish Council.
22. The rent of an allotment plot shall, unless otherwise agreed in writing, be paid yearly on a date specified by the Council.
23. From 1<sup>st</sup> October 2025, existing and new tenants of any age will be billed at the standard rate, per quarter plot and at the corresponding rates for all other size plots.

**POWER TO INSPECT ALLOTMENT GARDENS**

24. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect any allotment garden.

**TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN**

25.
  - i. The tenancy of any allotment garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates.
  - ii. It may also be terminated by the Council by re-entry after one month's notice:
    - a. if the rent is in arrears for not less than forty days, or
    - b. if the tenant is not duly observing the rules affecting the allotment gardens or any other term or condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors.
  - iii. The tenancy may also be terminated by the Council or tenant by twelve months' notice in writing expiring on or before 6<sup>th</sup> April or on or after 29<sup>th</sup> September in any year.
  - iv. The tenancy may also be terminated by the Council by re-entry after three months' notice in writing on account of the allotment garden being required:
    - a. for any purpose (not being the use of the same for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision, or
    - b. for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
  - v. After a tenant moves out of the parish, the Council may issue notice to quit expiring on 29<sup>th</sup> September in any year.
  - vi. If a tenant wishes to relinquish their plot at any time before the autumn renewal date, they should inform the council as soon as possible. No refunds are given for plot rents paid in advance if a tenant decides to end their agreement early.

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**SERVICE OF NOTICES**

26. Any notice may be served on a tenant either personally or by leaving it at his last known place of abode, or by registered letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment garden.

**Please return signed agreement by email, providing the below details or use slip below and return to Roz Roberts with your payment made by cheque or BACS.**

In consideration of the Parish Council granting me a tenancy of Allotment Plot No:

I enclose or paid by BACS the rent due of £

**Signed:** .....

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

**Date:** .....

**Address:**

.....  
.....

**Landline no:** .....

**Mobile No.** .....

**email:** .....

*Many thanks  
CPC*