**LAXTON PARISH COUNCIL**

**ALLOTMENT TENANCY AGREEMENT**

THE TENANCY is subject to the provisions of the Allotments Act 1908 to 1950 and also the following conditions:

**A. The Tenant will:**

A.1. Use the Allotment Garden as an allotment Garden only and for no other purpose. This means wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and his/her family.

A.2. Keep the soil clean and free from noxious contaminants, livestock carcasses, and weeds, and in a good state of cultivation and fertility.

A.3. Keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed, and keep in good repair all fences, gates and sheds.

A.4. Allow all officers, members and duly authorised representatives of the Council to enter and inspect the Allotment Garden.

A.5. Maintain all shared paths between the Allotment Garden and any neighbouring allotment. Each tenant is responsible for half of the width of shared paths.

A.6. Pay rent at the rate determined by the Council on the 1st April for each year, or as soon as possible thereafter.

**B. The Council will**

 B.1. Endeavour to treat tenants in a fair and reasonable manner.

B.2. Prior to the start of a tenancy, ensure that the Allotment Garden is free from rubbish and litter and that the soil has been cleared of weeds and has been cultivated to a reasonable state.

B.3. Give suitable consideration for applications to temporarily underlet, assign or part with the possession of the Allotment Garden or any part of the garden based on the individual circumstances of each application.

B.4. Pay Drainage Rates as required under the Land Drainage Act 1991.

B.5. Maintain an Allotments Committee comprising of members of the Council and two tenants of the Allotments (nominated by the tenants) to ensure the proper management of the allotments in the best interests of the allotments tenants, aspiring tenants and the taxpayers of Laxton.

B.6. The Committee has the following terms of reference:

1. To advise the Council on:
	1. Any matter relating to the proper maintenance of the allotments.
	2. Letting policy, including such matters as eligibility, multiple tenancy, exclusion, termination of tenancy.
	3. The appropriate Annual Rent for allotments.
	4. Any matter which might disadvantage or cause nuisance to the tenants.
	5. Any matter which might lead to the termination of a tenancy.
2. To carry out the following:
	1. To ensure that the allotments are used for their intended purpose and no other.
	2. To ensure that the site and the plots are maintained and in good order.
	3. To inspect the allotments in Spring and in Autumn.
	4. To review the tenancy agreements from time to time and suggest amendments as is appropriate
	5. To receive and consider comments or suggestions from the tenants and advise the Council as appropriate
	6. To liaise with the Laxton Allotments Tenants Association and advise the Council accordingly

**C. The Tenant will not**

C.1. Cause any nuisance or annoyance to the occupier of any other Allotment Garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the other tenants.

C.2. Underlet, assign or part with the possession of the Allotment Garden or any part of the garden without the written consent of the Council.

C.3. Cut or prune any time or other trees, or take, sell or carry away any mineral, sand or clay, without the written consent of the Council.

C.4. Use synthetic carpet as a weed suppressant.

C.5. Keep any livestock, foul or bees on the Allotment Gardens.

C.6. Use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens.

C.7. Erect any building or structure on the Allotment Garden, without the written consent of the Council, and will be responsible for the removal of any building or structure on or before the termination of the tenancy. Existing buildings and structure on the allotment garden shall be maintained with a tidy appearance and be structurally safe.

C.8. Lock any access gate between Allotment Gardens without the prior written permission of the Council to which a copy of the key will be provided.

C.9. Burn any plastic or synthetic materials on the Allotment Garden. Materials for burning will not be brought onto site.

C.10. Plant trees, other than fruit trees, or construct ponds or other permanent features on the Allotment Garden.

C.11. Take propelled vehicles onto the site (other than invalid carriages) other than to make occasion visits to deliver goods to the Allotment Garden.

C.12. Use the Allotment Garden for residential or business purposes.

C.13 Bring into or keep any dog in the area of the allotments nor allow anyone acting with his/her authority or approval to do so

**D. The Council will not:**

D.1. Unreasonably withhold consent for applications to:

* Cut or prune any timber or any trees, or take, sell or carry away any mineral, sand or clay.
* Erect any building or structure on the Allotment Garden
* Lock any access gate between Allotment Gardens, providing a key is supplied to the Council.

D.2 Be responsible for neither the recovery of vehicles that have become stranded on the site nor the repair of any damage to the site caused by this or their recovery.

**E. Termination of Tenancy**

E.1. The Tenant may terminate the tenancy by giving one month’s written notice to the Council. No refund of tenancy fees paid will be made.

E.2. The Council may terminate the tenancy by 12 month’s written notice in advance expiring on or before 6 April or on or after 29 September in any year as provided by the Allotments Act 1950, subject to Government approval as necessary.

E.3. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the tenant. In such a case, first refusal will be offered to a close relative, partner or close friend of the tenant.

E.4. Tenancy will be terminated by the Council by re-entry after one month’s notice which will be posted to the tenants address and also on site:

1. If the rent is in arrears for more than 14 days after the due date; or
2. If the tenant is not observing the conditions of his/her tenancy as contained in this document; or
3. If the tenant is declared bankrupt or entered into a deed of arrangement with, or compound with, creditors, or is in custody for a period exceeding 28 days.

E.5. Upon termination of the tenancy, the Council will perform an inspection of the Allotment Garden to determine that the plot is in a similar state to that which existed at the start of this tenancy. The tenant is responsible for the removal of all buildings and other structures, unless agreed with the Council.

E.6. In all cases, upon termination of the tenancy, the responsibility for the Allotment Gardens reverts to the Council.

**F. General**

F.1. ‘The Tenant’ shall be one person named on the tenancy agreement.

F.2. Written notice may be served on the Council at the address of the Clerk at:

3 Ruskin Way

Brough

East Riding of Yorkshire

HU15 1GW

**Note – Letting Policy**

1. Vacant Plots will be allocated in accordance with the waiting list maintained in date order by the Clerk. Existing tenants wishing to move to another allotment should inform the Clerk who will add their name to the waiting list.
2. Request to exchange plots will be required in writing for consideration by the Council.