

# **SUTTON PARISH COUNCIL TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

*Sutton Parish Council email suttonclerk@gmail.com*

THIS AGREEMENT made and effective from 1st day of October 2022, between Sutton Parish Council (hereinafter called the Council) and

Name.....

of Full Postal Address.....

.....

.....

Telephone No..... Email Address.....

Emergency Name & Contact no.....

hereinafter called the tenant

by which is agreed that:

**1.**The Council shall let to the Tenant for him/her to hold as tenant from year to year (subject to satisfactory tenancy) an area in the, and of the registered Allotment Garden of either a full plot or half plot (maximum per tenant 1 full plot or two half plots) (suffix (a) or (b) indicates half full plot)

**2.**The tenant shall pay a yearly rent of £36.00/£18.00 full/half plot on the first day of October in each year.

**3.** New tenants shall pay a Bond of £100 that will be repaid when the tenancy is terminated provided that the allotment is left in good condition and any shed or other materials brought onto the site are removed.

**4.**The tenancy may be terminated by either party to this agreement serving on the other not less than six month's written notice to quit expiring on or before the 31 day of March or on or after the 30th day of September in any year.

**5.**The tenant shall reside within the Parish of Sutton or an immediately neighbouring parish during the continuance of the tenancy. All tenants must vacate the plot immediately upon moving out of the area.

- The tenant shall not assign the tenancy nor sub-let any part of his/ her plot.
- No nuisance or annoyance shall be caused by the tenant to others in the Allotment Garden
- No livestock or poultry shall be kept in the Allotment Garden other than reasonable numbers of hens for the tenant's own domestic consumption, i.e., no more than six hens.
- No dogs shall be brought into or kept in the Allotments by the tenant or by anyone acting for them.

**6.** The tenant shall only use his/her plot for the purpose of an allotment garden to grow vegetables, fruit and flowers for the consumption of his/her family and shall keep the plot in good condition properly cultivated and free from weeds

**7.** The tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the plot without first obtaining the written consent of the Council. The tenant will be required on termination of the tenancy to plan for its removal or transfer. In the absence of suitable arrangements, the Council will arrange for its disposal with no compensation and the cost will be recovered from the Bond. Any amount still outstanding will be demanded for payment.

**8.** The tenant shall not use any part of the allotment ground for the storage of any vehicle(s)/ any stored equipment/item unrelated to reasonable use within an Allotment Garden

**9.** The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens.

**10.**

- All compost heaps to be no more than 1metre by 1metre within a solid construction, having a solid lid and on a solid base.

-Any materials kept on the allotment that could provide vermin harbourage should be raised from the ground.

-non-biodegradable horticultural materials used on the site must be easily removed and not buried in the ground. These must not include sheet metal, asbestos, glass, carpet, or noxious materials of any kind

-All non-organic waste should be removed by the tenant regularly. **Bonfires must observe guidance issued on the websites of Norfolk Fire and Rescue Service and Sutton Parish Council** Non-organic waste should not be imported on to Allotments.

**11.** The tenant is responsible for ensuring their Allotment plot is kept free of pest and vermin. In the event of vermin infestation each allotment holder is responsible for taking measures to control this by responsible baiting or trapping.

**12.** Effective measures must be undertaken to prevent potato or tomato blight. Tenants should seek expert advice on this matter before attempting to grow these crops. There is a prohibition on growing potatoes when they are in the adjacent field – please check with the Clerk before planting for the season.

**13.** The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council. If required, the tenant will with notice may be required to attend an inspection.

**14.** If the tenant should be in breach of any of the provisions of this Agreement for a period of one month or longer the Council may re-enter the Allotment Garden and the tenancy shall come to an end but without prejudice to any right of the Council to claim damages before the time of such re-entry that remains unpaid.

**15.** Any notice required by this Agreement should be sent by post/email to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if delivered by recorded delivery post at the address at the head of this Agreement.

**16.** The Council reserves the right to amend these regulations at any time giving due notice.

I agree to the conditions of the tenancy

Tenant

Date

2022

Signed on behalf of the Council

Parish Clerk

Date

2022