



# Chelveston-cum-Caldecott Parish Council

## Northamptonshire



Chairman of the Council: Cllr A.R.Dale  
Clerk to the Council: Mr M.H.Hunter LLB (Hons)

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19/02/2011

### ALLOTMENT TENANCY AGREEMENT

An agreement made the 26<sup>th</sup> day of February 2011 between **Chelveston-cum-Caldecott Parish Council** (hereinafter called "the Council") by the hand of Mark Hunter, its Clerk and duly authorised Agent of the one part and \_\_\_\_\_ of \_\_\_\_\_, Tenant of the other part (hereinafter called "the Tenant").

WHEREBY:

The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the 26<sup>th</sup> day of February, Two Thousand and Eleven, the allotment garden numbered \_\_\_\_ on the Council's allotment site to the south of Disbrowe Court at a yearly rent of £\_\_\_\_ payable yearly in advance.

This agreement shall be subject to relevant legislation and the conditions hereinafter contained.

Signature of the Clerk .....

Signature of Tenant .....

Date .....

Signature of Witness .....

Name of Witness .....

Address .....

SAMPLE

### GENERAL CONDITIONS OF LETTING

- Use of allotment.** The Tenant shall use the allotment garden as an allotment garden for private (i.e. non-commercial) use and for no other purpose. The Tenant shall not, without the written consent of the Council, take, sell or carry away any mineral, gravel, sand or clay, or plant any tree except fruit trees and fruit bushes.
- Cultivation.** The Tenant shall keep their allotment free from weeds and well manured, and otherwise maintain it in a proper state of cultivation to the satisfaction of the Council and so leave it at the termination of their tenancy. The Council reserve the right to recharge the former Tenant the cost of cleaning and tidying up the allotment so that it is fit to let to the new Tenant.
- Boundary, Fences and Paths.** The Tenant shall maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries by either



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his or her acts or omissions. The Tenant shall maintain and keep in repair any fences or gates on his allotment land. The use of barbed wire is forbidden. Common paths or roads must not be obstructed, save for the temporary deliver of manure for immediate use.

4. **Fruit Trees.** The Tenant shall not plant any fruit trees or fruit bushes or any crops that require more than 12 months to mature without prior, written consent of the Council. Fruit or bushes must not be allowed to overhang and/or cause an obstruction to the roads or paths or an adjoining allotment.
5. **Buildings and Tools.** The Tenant shall not place any buildings, sheds or other erections on the allotment without the written consent of the Council and then only in accordance with plans which have been approved by the Council.

The Council may choose to erect a common style of building on the plot with the agreement of the tenant, for which the tenant will pay a bond of £\_\_\_\_\_ which will be refunded if the building has been maintained in good order when the tenant vacates the allotment.

The Tenant shall ensure that tools and other personal equipment are kept safe and secure when not in use and acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused nor does the Council accept any responsibility for any injury caused by such items however caused.

6. **Preservation.** The Tenant shall observe and perform any other special condition(s), which the Council considers necessary to preserve the allotment from deterioration and of which notice is given.
7. **Sub-Letting.** Tenants shall not sub-let their allotment or any part thereof to any other person.
8. **Encroachment, Trespass and Damage.** No encroachment or trespass shall be made by the Tenant on any neighbouring allotment and no damage shall be done by the Tenant to the fences, gates or gateposts or to the cropping on any of the allotments. If in default, any damage is caused either by the Tenant or person accompanying them, such damage shall be assessed by the Council and the offender shall be liable to pay such a sum to the person suffering the damage or to the Council as may be determined.
9. **Nuisances.** The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or to the neighbourhood.

No poultry, pigs, pigeons or other animals or birds shall be kept on the allotment without the Council's written consent. If granted the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfaction of the Council. The Tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to keeping of livestock.

Dogs are not permitted on the allotments unless supervised and controlled by the Tenant, who clear away from the site all dog faeces that may arise. [Note there is a dog bin available on the publically maintained highway near Disbrowe Court].

Bonfires shall not be lit within two hours of sunset and will be supervised at all times. No bonfire may be lit if the wind direction would cause a nuisance to the neighbouring residents.

10. **Right of Entry.** The Council, its officers, representatives or workmen, acting on instructions, shall be entitled at any time to enter and inspect the allotment and to carry out any work or repairs required by the Council. The Council shall have the right to refuse admission to the allotment of any person other than the Tenant.
11. **Changes of Tenancy.** The Council may agree to release the Tenant if he/she desires to give up his/her allotment at a shorter notice than is required under this Agreement providing there is another approved applicant available who is willing to take over the allotment.



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12. **Tenants unable to work.** The Council may arrange for the care of the allotment of any Tenant whom through ill-health or other cause, is unable to work it; alternatively, the Council may arrange to re-let the plot. In such a case, suitable adjustments will be made between the parties.
13. **Termination of Tenancy.** The Tenancy may be terminated by either the Council or the Tenant giving to the other of them not less than six calendar months's notice in writing expiring on or before the sixth day of April or, on or before the twenty ninth day of September in any year of the tenancy.

The tenancy may also be terminated by the Council on re-entry after one month's notice in writing.

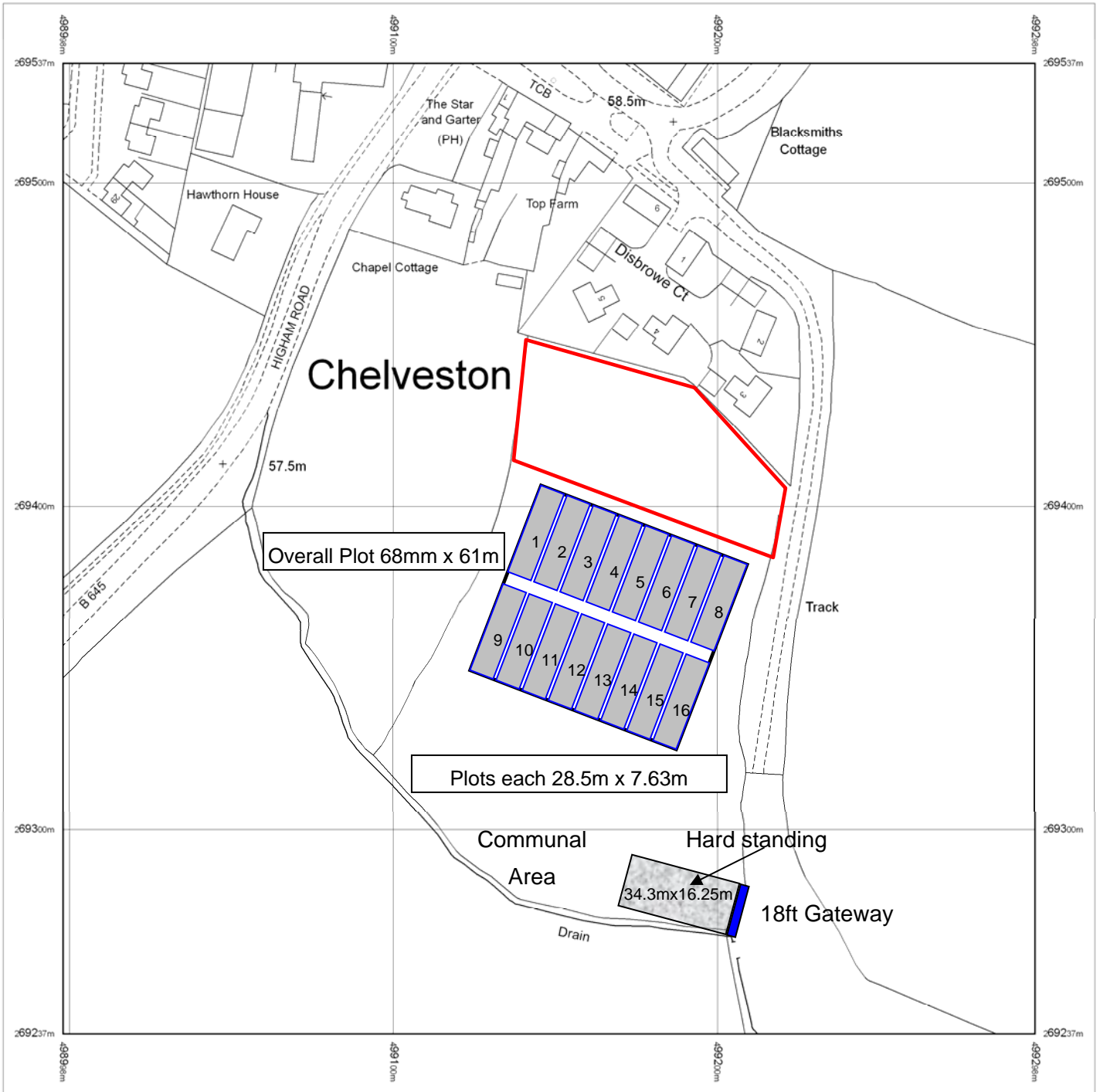
- (a) if the rent is in arrears for not less than forty days; or
- (b) if the Tenant is not duly observing the rules affecting the allotment or any other term or condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors.

PROVIDED NEVERTHELESS that if the Council requires the allotment for purposes for which it was acquired or held by them, then the tenancy may be terminated by the Council, giving not less than three calendar month's notice to the Tenant.

In the event of a Tenant's death, the tenancy of an allotment, unless otherwise agreed between the Council and the deceased's representatives, shall terminate on the Quarter Day next after such death.

The tenancy shall also terminate if and whenever the head tenancy or right of occupation of the Council to the allotment land ceases.

14. **Removal of Crops.** No Tenant in arrears with his rent shall be allowed to remove from his allotment, any crops growing thereon, implements, stock or other property whatsoever until full payment has been made.
15. **Disputes.** Any case of dispute between Tenants affecting the allotments shall be referred to the Council, whose decision shall be final.
16. **Service of Notices.** Any notice may be served on a Tenant either personally or by leaving it at his/her last known place or abode, or by registered letter so addressed or by fixing the same in some conspicuous manner on the allotment.
17. **Parking.** The Tenant will not cause a nuisance to others by parking a vehicle on the private road known as Disbrowe Court, nor block the publically maintained highway known locally as either Joes Lane or High Lane, nor park on the private land of the landowner, save for the area provided for this purpose.
18. **Water.** The Council may choose to provide a metered water supply to the allotment site, to be terminated at a common trough. Tenants shall use watering cans or similar to water their crops. No hose pipes or sprinklers are to be attached to the mains water supply.
- The Tenants will be responsible for payment in arrears for the water used, the costs being divided equally amongst the number of plots.
19. **Allotment Association.** The Tenant will become a member of the Chelveston Allotment Association, which represents the overall interests of the Tenants, manages the site and has a duty to place before the Parish Council matters raised by members of the Association.



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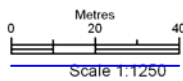
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