

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

Contract Terms & Conditions

1. Overview:

St. Cleer parish council (**hereafter The Council**) hereby make available Allotment Plots for rental by residents of St Cleer Parish (**hereafter the Tenant**), for the non-commercial cultivation of fruit and vegetables for the consumption by themselves and their family and friends.

2. Right to review:

The Council reserves the right to review and amend the conditions of the tenancy, rental charges for allotment plots and water charges. Notice of such changes will be given to all Tenants and published on the Council Web Site.

3. Terms:

- 3.1 THIS AGREEMENT is made on (Date) between **St. Cleer Parish Council, The Sports Pavilion, Hockings House, St Cleer PL14 6EE (the Council)** and:

Full Name of Tenant	
Address of Tenant	
Email Address of Tenant	
Phone Number of Tenant	

(‘the Tenant’) by which it is agreed that:

- 3.2 The Council shall let to the Tenant the Allotment plot at St Cleer Allotment, Bakers Hill, St Cleer (referenced below) and entered into the Allotment Register.

Plot Number:	
Plot Size	
Annual Rent	

- 3.3 The Council shall let the Allotment plot to the Tenant. The lease will be for a term of one year commencing on the date of this agreement and thereafter annually.
- 3.4 The Tenant shall pay a yearly rent due in full on the 10th day of April and for every year after the first year of the tenancy as detailed below, whether demanded or not. Part years will be charged as detailed below at a 1/12th Rate.
- 3.5 Large Plots are 1200sqft. Medium Plots are 800sqft. Shared Plots are pro-rata for the size of plot.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

4. Plot Condition on commencement of tenancy:

- 4.1 The plot undertaken should be in a fair and workable condition.
- 4.2 If the plot is undertaken in a poor condition, the rental of the plot will be FREE for the first 6 months then the plot fee will be calculated at the 1/12th rate, until the next rental year is due.

5. Water charges:

Water charges will be set annually based on meter readings and applied to each plot. The charges will be notified to Tenants by January by email and details published on the Council website.

6. Membership of St Cleer Allotment Association:

The Tenant will be required to become a member of the St Cleer Allotment Association and pay their dues in accordance with the Association terms.

7. Conduct of Tenants:

The Council expects all Tenants to be courteous and respectful with all other users, the Council and its staff. No aggressive, abusive, discriminatory or bullying behaviour, will be tolerated. Disputes between Tenants which cannot be resolved by reasonable means will be referred to the Clerk and direction given. Non-compliance with reasonable decisions will result in the Tenancy being rendered null and void with no notice given.

8. Termination of the lease:

Where the tenant fails to pay in full within 14 days of the due date, the tenancy may be terminated and the allotment plot re-let. The council may charge an administration fee for any additional work needed to secure the money owed.

9. CONDITIONS:

- 9.1 These conditions are set out and designed to ensure that all allotment holders can enjoy and benefit from their plot. Please take a moment to read and note the rules of your tenancy; if you fail to observe these conditions you may be at risk of losing your plot. You are also agreeing to abide by these conditions as part of the lease. The tenancy lease entitles you to cultivate the plot numbered on your Tenancy Agreement.
- 9.2 The allotment plot should be used for the cultivation of fruit for human consumption, vegetables, flowers and herbs. Natural gardens/areas are not permitted. The primary purpose must be non-commercial cultivation of crops.
- 9.3 The growing of trees bearing fruit for human consumption is permitted and these should be of the miniature variety. Other trees e.g., Oak, Ash, Elm, Chestnut, Willow etc. are not permitted. Any non-permitted trees, will be removed at the plot owner's expense.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

10. Plot allocations:

No Tenant will have the right to more than one allotment plot. If a Tenant has been permitted to have more than one plot, the Council may give 12 months' notice to quit if the plot is required for applicants that have been on the waiting list for more than 12 months.

If the tenancy is granted to someone not resident in the Parish of St. Cleer, the Council may give 12 months' notice if the allotment plot is required for an applicant residing within the parish boundary and entered onto the waiting list.

11. Giving up your plot:

11.1 You can give notice that you intend to give up your plot at any time, without compensation. Should you decide to give up your plot you must immediately inform the Council, in writing or email, advising them of the date from which the plot will be vacated and ready for the inspection. This will end the agreement for the plot.

11.2 The Council will endeavour to re-lease your plot as soon as possible and should this be done successfully the Council will refund any remaining full month's rent (pro-rata).

11.3 The Tenant must give up the allotment plot at termination of the tenancy and must ensure that the allotment is left in a tidy and strimmed condition. If not done so the Council reserves the right to claim any costs incurred in order to tidy and trim and clear the plot for the next Tenant.

11.4 All property including sheds/greenhouses must be removed, unless there have been suitable negotiations regarding transfer with an incoming tenant.

12. Request to change plots:

The Tenant must notify the Council in writing in order that this can be noted on their records to be able to advise you when the size of plot you require becomes available.

13. Changes in circumstances:

It is the Tenant's responsibility to contact the Council to advise them of any changes in personal circumstances i.e., change of address or illness/injury whereby you cannot attend your plot.

14. Subletting Prohibited:

As tenant, you are responsible for the allotment and must not sublet, assign or pass the tenancy of the allotment plot or any part of it, to anyone else without the written consent of the Council.

15. Statutory notices:

The Council will issue a statutory notice, when there are changes to your rent or to terminate your agreement. Any authorised officer of the Council is able to sign the notice. The Council will serve notice in one of the following ways:

- To the Tenant in person.
- In writing or email to the last address given on your records.
- By registered post to the last known address.
- By putting a notice in a prominent place on the allotment plot.

16. The Council Right of entry/Power to inspect:

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

Officers of the Council and others employed by the Council, or any member of the Parish Council may, when directed by the Council, enter, inspect and carry out maintenance work on your plot or the allotment site without notice.

17. Tenant in Breach of Agreement:

If the Tenant is found to be in breach of any provision of this agreement, they will be given two weeks to remedy the breach. Should this notice not be complied with, the Council may remedy the breach and the costs of doing so claimed from the Tenant.

18. Cultivation and care of your allotment plot:

- 18.1 The main requirement of your agreement is to keep the allotment in cultivation and maintain the soil in a good and fertile state at all times. The meaning of cultivation can be taken as 2/3 of the plot either in crop or in a condition to accept crops.
- 18.2 Plots must be kept safe by removing hazards, litter and rubbish, and by controlling weeds regularly in order that they do not seed and cause problems for other plots.
- 18.3 If you cannot manage to cultivate your entire plot at once, it is acceptable, as a temporary measure, to mulch with polythene sheeting or organic mulch to keep weeds down.
- 18.4 Rubber or foam-backed carpet must NOT be used, as the backing may rot down releasing harmful chemicals into the soil.

19. Non-Cultivation of plots:

- 19.1 Failure to comply with these terms and conditions will result in the Council issuing a letter advising of the breaches and giving notice for improvements to be made within a time limit. Mitigating circumstances should be made known to the Council.
- 19.2 If improvements are made or reasons for non-compliance received by the Council and having been approved by the Council, no further action will be taken.
- 19.3 Failure to comply with the above will result in a second letter to be sent. The date of this letter being the start of one month's notice of termination of the lease.
- 19.4 If after the month's notice no improvements are made or mitigating circumstances given, a third letter will terminate the lease and the plot will be re-allocated to the next person on the waiting list.
- 19.5 The Council reserves the right to levy a charge to recover any costs incurred to reinstate the allotment plot to good order i.e., strimmed and cleared of rubbish for the next tenant.

20. Soils and Minerals:

- 20.1 Soil, earth, sand or gravel must not be removed from the allotment site.
- 20.2 Before any soil, earth, sand or gravel, is added to site, the tenant must ensure the material is fit for purpose and free from contamination.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

21. Water Use:

- 21.1 Tenants are encouraged to provide their own water butts and other water storage facilities to harvest rain water from their sheds and greenhouses.
- 21.2 The main purpose of the metered mains water supply is to provide water to refill water storage facilities during times of dry weather during the growing season.
- 21.3 The mains water supply will be turned off from October to March, to prevent damage to the mains water system during the cold weather. Water storage tanks will still be available for use out of the growing season.
- 21.4 All tenants are responsible for reporting water leaks/problems with taps to the Council.
- 21.5 In the event of a drought notice being issued, tenants must adhere to the notice conditions.

22. Boundary hedges and fences.

- 22.1 Tenants shall keep every hedge that forms part of the boundary of their allotment plot, properly cut and trimmed, and keep in good repair any other fences, gates or sheds on the allotment plot. They should also use their best endeavours to protect any other hedges, fences and gates on the allotment site.
- 22.2 Plot boundary pathways must be kept in good order and clear of obstruction at all times. On shared plots, tenants must give unobstructed and clear access to sharing tenants.
- 22.3 The use of barbed or razor wire is prohibited on the allotment site.
- 22.4 Fences or hedges may not be erected that are higher than 1 metre.
- 22.5 If maintenance is not properly carried out, the Council reserves the right to levy a charge to recover any costs incurred to make good.
- 22.6 The Council has the responsibility of maintaining the allotment site entrance gate way, fencing bordering neighbouring land, unoccupied plots and common areas of grass on the site. This excludes the pathways around individual allotment plots which remains the responsibility of the tenant (para. 22.2).

23. Structures and storage on allotments.

- 23.1 Cold frames and storage boxes are permitted.
- 23.2 Greenhouses, sheds, fruit cages, netting tunnels, polytunnels and other storage structures, must not have a footprint of more than 10 sq. meters and must be kept in good order. They should comply with existing Health and Safety provisions, particularly in respect of safety glass.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

24. Rubbish/Waste

- 24.1 There is no automatic right to rubbish clearance on the allotment site and all dumping whether vegetation waste or any other material is forbidden.
- 24.2 You must not deposit or allow anyone else to deposit rubbish anywhere on the allotment site. This includes the hedges, ditches and paths around the allotment site or on plots.
- 24.3 The Tenant must clear away from the plot and the site all rubbish and other waste generated and not to leave such waste matter on the plot or any part of the site.
- 24.4 Any illegal dumping of rubbish on the plots/allotment side must be reported to the Council.
- 24.5 Tenants failing to comply with these conditions could have their leases terminated and be reported under existing legislation regarding the disposal of waste materials.

25. Bonfires / Controlled Burning

- 25.1 Plot holders are prohibited from having individual bonfires on their plots.
- 25.2 A centrally organised controlled burn of old waste timbers, diseased plants and combustible material which is difficult to compost, will be permitted in accordance with an appropriate Risk Assessment.
- 25.3 Burning of paint, bitumen (roofing felt), plastics etc. is prohibited.
- 25.4 Any burning must not be allowed to create a nuisance to other tenants or neighbours.
- 25.5 The Risk Assessment must take into account, permanent supervision, timing, weather conditions and availability of extinguishing media. The burn site must be left in a safe, extinguished condition.

26. Use of Chemicals and pesticides.

- 26.1 Chemicals and pesticides, may only be used if no natural solution is available.
- 26.2 Chemicals must be used only in accordance with the manufacturer's guidelines and must not be allowed to stray onto other allotment plots. Dip tanks may not be used to rinse out containers that have held chemicals.
- 26.3 When using any sprays or fertilizers, the Tenant must:
- Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur.
 - Select and use chemicals, whether for spraying, seed dressing or for any other purpose, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

27. Animals.

- 27.1 A Tenant is permitted to bring a dog onto the allotment site providing it does not cause a nuisance and is secured on a leash and cared for on the Tenant's plot while on the site.
- 27.2 The Tenant must comply with dog fouling by-laws and pick up and dispose of any dog fouling for removal from the Allotment site.
- 27.3 The Tenant shall not keep any livestock on the allotment.

28. Children.

Children are very welcome on the allotments, providing they do not cause nuisance to other allotment holders. Their welfare and health and safety are the responsibility of their parents/carers at all times whilst on the site.

29. Bees.

- 29.1 Bees may be kept on an allotment plot providing prior consent has been obtained from the Council. A suitable risk assessment would be required taking into account the location of the allotment plot.
- 29.2 A Tenant keeping bees will be responsible for insurance for Third Party Liability.
- 29.3 Relevant warning signs must be placed at the site entrance to state that honey bees are kept on site.

30. The entrance gate.

- 30.1 The entrance gate SHOULD BE SECURED CLOSED ON ENTRY AND EXIT. Tenants have a responsibility to the other allotment users to ensure that the gate is secured at all times to discourage unauthorised access.
- 30.2 The Council will not be held responsible for any security breach, or damaged caused, if security measures are not met and in place.

31. Parking.

- 31.1 Any provision by the Council for parking at the site is provided for the sole use of Tenants whilst at their allotment.
- 31.2 All cars using the parking areas do so at their own risk, the Council will not be held responsible for any damage/theft.
- 31.3 No overnight parking is permitted.
- 31.4 Cars will be allowed onto the allotment site for loading and unloading during dry summer periods and for use by those with established disabilities.
- 31.5 Any damage caused by the use of vehicles on the site, will be billed to the plot holders, for any repairs needed.

32. Notice Board:

The allotment site notice board is for the Council and Tenants use for allotment purposes.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

33. Nuisance:

Tenants must not cause, under any circumstance, nuisance or annoyance to any other tenant or to the occupants of premises adjoining the allotment site, either through an action or through inaction, or bad behaviour, whether through carelessness, ignorance, and persistent or deliberate action.

34. Liability:

- 34.1 The Tenant is responsible for the provision of adequate and appropriate Public Liability insurance in respect of their personal liabilities associated with operating their allotment plots. Appropriate insurance schemes are available.
- 34.2 It is advised that plot holders have the liability of their individual plots and RECOMMENDED that they carry the appropriate liability insurance.
- 34.3 The Council shall accept no liability in respect of any claim arising from personal injury to the Tenant or any third party occurring on the tenant's plot.
- 34.4 The Council shall accept no liability for the Tenant in respect of any damage to their allotment plot or theft of any item or structure placed on their allotment plot.
- 34.5 A Tenant keeping bees will be responsible for insurance for Third Party Liability.

35. Determination of the Tenancy on death

- 35.1 This Tenancy shall determine on the death of the Tenant.
- 35.2 The Tenant's surviving family may continue with the tenancy, with the written consent of the Council and on the signing of a new allotment Tenancy agreement.

36. Notices.

- 36.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by its Clerk and may be served on the Tenant either personally or by leaving it at their last known place of abode, or by registered letter, or letter sent by the recorded delivery service addressed to them at their last known place of abode, or by fixing the same in some conspicuous manner on the Allotment Plot.
- 36.2 Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk of the Council at the Council Office. These Terms and Conditions override any previous Terms and Conditions and the Council reserve the right to make alterations from time to time subject to the tenant being sent 28 days prior notice to their last known address.

Signed by Tenant:

Name:

Date:

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

ALLOTMENT MANAGEMENT PROCEDURES

1. CURRENT CHARGES from 1st April 2023 to 31st March 2024

Reference	Plot Numbers	Plot Size	Annual	12 th Rate
Plot Numbers	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 27 28 30 41 44 46 47 48 55 60 63 65 66 67	Large (1200sqft)	£45.50	£3.79
Plot Numbers	1 24A 24B 25 31 32 33 34 35 36 37 38 39 40 42 43 45 49 50 52 53 59 61 62 64	Medium (800sqft)	£39	£3.25
Shared Plot			Pro-rate	
Plot Condition on Commencement	Plots in Good Order: At a rate of 1/12 th for the months remaining Plots in Poor Condition: FREE of charge for 6 months then 1/12 th rate.			
And				
Water Charges	Payable per plot. The rate will be set annually in November and tenants informed.			

St Cleer parish council (**The Council**) have the right to review both the Rental charges and the Tenancy Agreement.

2. APPLICATION FOR PLOT

- 2.1 On receipt of an expression of interest the applicant may be referred to the St Cleer Allotment Association (thereafter the Association) for informal visit and site viewing.
- 2.2 Should the applicant be settled with a plot the Association will advise the Clerk and the Applicant of the state of the plot being adopted and pursuant to paragraph 3.6 and a fee for the year will be settled.
- 2.3 If the Association is not available to assign a number of the plot and the fee will be specified within the tenancy agreement.
- 2.4 The agreement will then be prepared by the Clerk and sent by E mail to the Association and the applicant. Paper copies can be collected by arrangement from The Sports Pavilion.
- 2.5 Access to the Allotment will only be allowed once the agreement has been signed and the fees agreed and paid in full.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

- 2.6 The first payment may be made by bank transfer using:
- 2.6.1 Sort Code: **60 83 01**, Account: **20410939 on the agreed date.**
 - 2.6.2 Bank account Name: **ST CLEER PARISH COUNCIL**
 - 2.6.3 Please Reference: **Your SURNAME and PLOT NUMBER allocated**

3. ANNUAL RENT

- 3.1 This will be paid by Bank Transfer to St. Cleer Parish Council annually on or before the 10th of April in any given year.
- 3.2 Any payment that is not received by the cut-off date, will be subject to an invoice and £12 administrative fee for collection.
- 3.3 Any payments due and not received by 10th April may result in the Termination of the Tenancy Agreement.
- 3.4 The Tenant will be responsible for any administrative costs incurred.
- 3.5 Tenants that have not paid their Allotment Association fees may be subject to the termination of their Tenancy Agreement. This action will be undertaken by the Parish Clerk who will and advise the Association accordingly. The Tenant will be responsible for any administrative costs incurred for this process.

4. LACK OF CULTIVATION OR LACK OF COMPLIANCE - COUNCIL ACTION TO BE TAKEN

- 4.1 Should the Council, in consultation with the Association, define that a plot is not appropriately cultivated or the behaviour of the Tenant in using their plot does not meet with the required standards the Clerk will send a Stage 1 letter to the Tenant.
- 4.2 This request for action will be accompanied by photographic evidence to support the assertions or a clear outline of the issues which are causing nuisance.
- 4.3 The letter will be copied to the Association.
- 4.4 If the Tenant contacts either the Clerk or the Association the one will advise the other.
- 4.5 If remedial action is taken the matter will be closed.
- 4.6 Should there be no contact or no action the Stage 2 letter will be issued by the Clerk with the cost being rebilled to the plot owner. The letter will be copied to the Association.
- 4.7 If remedial action is taken the matter will be closed
- 4.8 Should there be no contact or no action the Notice to Quit will be issued by the Clerk
- 4.9 30 days after the Notice has been issued the plot may be cleared at the cost of the Tenant (the Association will need to advise the Clerk in this regard); once Cleared the allotment can be re let.

**ST CLEER PARISH COUNCIL TENANCY AGREEMENT
FOR ALLOTMENT PLOTS AT BAKERS HILL, ST CLEER & MANAGEMENT PROCEDURES**

5. TERMINATION

Should the Association become aware that a Tenant is quitting they will inform the Clerk, and advise the Tenant that plots left in disarray will incur charges.

6. NON-ST CLEER PARISH RESIDENTS

6.1 The St. Cleer parish council permits the allocation of allotment plots to Tenants living outside the Parish boundary (within a radius of 3 miles) on the same terms as Tenants living within the Parish.

6.2 A second waiting list is kept for non-residents who will only be offered plots that would otherwise remain empty.

7. ALLOCATION OF PLOTS

7.1 Essentially this is operated on a first come first served basis (date of application basis), save in relation to tenants from outside St Cleer Parish.

7.2 The applicant will be offered a maximum of 3 plots and if they choose to reject them, they will be placed at the bottom of the list. If all residents on the waiting list are satisfied or have refused plots, they will be offered to the person at the top of the non-residents list by date.

7.3 Once a non-resident has assumed responsibility for their allocated allotment plot, they will be treated like any other allotment tenant and will therefore be required to follow the terms and conditions of the Tenancy Agreement.

8. ADDITIONAL PLOTS

Should there be no waiting list; a Tenant of a single plot may apply for a second plot however should the waiting list become extensive (measured in more than a 1-year wait) the Council holds the right to give notice on the second plot. A second plot cannot be given in the context of a waiting list from residents of St Cleer.

9. REVIEW & AMMENDMANT

The Council may review the Tenancy Agreement, Plot Rental and Water Charges annually in January and notify Tenants of any changes by email, and posted on the council website.