



Hodthorpe and Belp Allotment Gardens Tenancy Agreement

This tenancy agreement is made on: BETWEEN:
Hodthorpe and Belp Parish Council and the tenant:

Name:

Address:

.....

Mobile no:

email:

Allocated plot number:

Plot size: Full / Half (delete as appropriate).

Hodthorpe & Belp Parish Council bank details.

A/C number: 20505967 **Sort Code:** 608301 **Bank Name:** Hodthorpe & Belp Parish Council

It is agreed:

1. The Parish Council agrees to let, and the tenant (detailed above) agrees to take on, a yearly tenancy from 1st April 20-- to 31st March 20—(*insert alternative date if required*), for plot number..... on the Queens Rd, Hodthorpe, Allotment site, for a yearly rent of £25.00. (*Any tenancy taken out after 1st April, the tenant will be liable to pay one twelfth of the years rent for each remaining part/whole month of the year to 31st March*). **This agreement provides that the rent may be increased after giving 12 months' notice to the tenant.**
2. The tenant hereby agrees to the following terms & conditions: -
 - 2.1. to pay in advance the full yearly rent of £25 by the 1st April each year during the continuance of this tenancy.
 - 2.2. to immediately inform the Parish Council of any change of address and contact details.

- 2.3. to provide one months' written notice to terminate the tenancy of the plot. *(The Parish Council will not reimburse any rent if the termination takes place prior to the end of the allotment tenancy period of 31st March.*
- 2.4. to use the allotment plot as an allotment garden, producing vegetables, herbs, fruit and flowers (including wildflowers) and for no other purpose and not to sell any produce grown. **Only 1/3 of a tenants plot may be used to keep livestock, see para 2.22 below.**
- 2.5. not to trespass on others tenant's plots, bring air rifles on to the site or take produce, equipment etc from other tenant's plots.
- 2.6. to keep the allotment garden free from weeds and maintained to a good state of cultivation/fertilisation, keeping any path or roadway abutting the plot free from weeds. Wherever possible maintain the plot in an environmentally friendly way using collected rainwater and home-produced compost/fertiliser.
- 2.7. not to cause or permit any damage, nuisance or annoyance to any other tenant or neighbouring premises, or to obstruct/encroach on any path or roadway for the use of other plot holders within the allotment site.
- 2.8. not to sublet, assign or discontinue use of the allotment plot, without prior consent in writing from the Parish Council.
- 2.9. not use any building or shed for residential/sleeping purposes or hold family/social gatherings.
- 2.10. not bring air rifles onto the allotment site, trespass on other tenants' plots or take any produce, belongings or equipment from other tenants' plots.
- 2.11. not to lay hard surfaces such as concrete, tarmac or slabs on any area of the allotment plot. **The only exception: paving slabs may be used to provide an even base for sheds to stand on and as a deterrent for rats to nest/hide under sheds.**
- 2.12. not to bring domestic waste of any kind on to the allotment site and always keep plots free of rubbish to prevent rat infestation issues.
- 2.13. not to alter or ask anyone to alter/fix the water supply provided by the Parish Council, or tamper with the main water stopcock.
- 2.14. to use hosepipes for filling of water butts/tanks, but to ensure hoses are not left; connected, turned on or unattended.
- 2.15. to ensure that dogs brought on to the allotment site are always kept on a lead and under control.
- 2.16. to respect occupiers of neighbouring properties by considering the effect of smoke on them. Consideration should be given to weather conditions before any fire is lit and tenants must not allow fires to burn in such a way that would cause a nuisance. Any fire should never leave the site with a fire burning/smouldering unattended.
- 2.17. not to store any vehicle, caravan, campervan, motorcycle, vehicle parts or tyres within the allotment site.

- 2.18. to only use vehicles within the site to drop off or pick up equipment etc and to park vehicles in the allocated car park.
- 2.19 to lock the gates on entry to and exit from the site, ensuring the security of the site, and allotment tenants, is always maintained.
- 2.20 on termination of tenancy, it is the tenant's responsibility to ensure the plot is left clear of all belongings/items, sheds etc, so that it is in an acceptable state for the next tenant. The plot will be inspected by the Parish Council 2 weeks after termination to ensure it has been cleared satisfactorily.
- 2.21 The Parish Council may terminate the tenancy by serving one month's written notice if; the rent falls into arrears for 40 days or more; or after 2 months from commencement of tenancy, the tenant is not complying with the terms and conditions detailed above.
- 2.22 The Allotment Act of 1950 permits the keeping of hens (but not cockerels) on allotments. Allotment holders should comply with animal welfare guidelines if keeping chickens. The Parish Council restricts the number of chickens to be kept to a **maximum of 10** per tenant, to minimise the risk of rat infestation.

Please note any chickens kept on the allotment are kept solely for personal use, not for business purposes, and they must not cause a nuisance or damage to others.

Guidelines to discourage rats at allotment sites

Discouraging rats at an allotment site is everybody's responsibility. Please follow this advice to help prevent them making your plot their home:

1. Turn the contents of your compost bin regularly (at least twice per year). This disturbs any rats that have taken up residence.
2. Plastic compost bins should be given a small gauge wire mesh lining at the base or can be placed on paving slabs to prevent rats from burrowing in underneath.
3. Regularly check your compost bin to ensure it is not a peaceful place for rats to sleep.
4. Do not use your compost bin to dispose of household waste. Never put meat, dairy, bones, cooked foods or other inappropriate items in your compost bin. This will attract rats and make your bin smell.
5. Harvest ripe fruit and vegetables promptly and take them home to enjoy (they are a food source for rats).
6. Do not leave discarded fruit and vegetables on the ground, as these are a source of food for rats and other pests.

7. Keep your plot tidy and ensure that allotment gardens do not become overgrown or allow rubbish to build up e.g. timber, old carpet, stockpiled materials etc. Built up rubbish etc. provides cover for rats to live under (harbourage).
8. Fruit and vegetables with signs of rat damage should be destroyed. Rats carry risk of Weil's disease, Salmonella and Leptospirosis among other things and they urinate wherever they go.
9. Sheds must be made rat-proof i.e. holes should be blocked and regular checks should be made to ensure that rats are not living underneath sheds or taking up residence in your greenhouse.
10. Consider storing seeds, bulbs etc. in rodent proof containers.

Maintaining a compost heap in good condition is the responsibility of the tenant and not to do so may put the tenant in breach of the tenancy agreement and this could ultimately lead to termination of the tenancy agreement.

If having followed these guidelines, you become aware that there is still a rat problem on your plot, please contact clerk@hodthorpeandbelph-pc.gov.uk who will arrange for a site visit to be carried out to assess the problem and determine an appropriate course of action.

Additional information to note

- *Letting of plots is on a 'LET as-seen' basis, therefore the Parish Council is not responsible for carrying out remedial/clearance work on plots prior to re-letting to new tenants, or existing tenants taking on extra plots.*
- *The water supply will be switched off during the coldest winter months to prevent burst pipes. (from November to end of March). Tenants should make provision for this period if they have chickens. If the weather permits, and if needed, the water may be switched on periodically during this period to allow tenants to refill water butts.*
- *Any usable sheds, greenhouses or other structures (in good condition), that remain on a plot 1 month after the termination of tenancy, will be offered to new tenants of the plot. However, if they are not wanted, the outgoing tenant will be contacted to arrange immediate removal.*
- *The Parish Council reserves the right to recover monies from outgoing tenants, for any costs incurred by them for removal/disposal of any waste, sheds etc.*
- *Provision of skips by the Parish Council is discretionary and tenants should wherever possible appropriately dispose of any waste on an ongoing basis and not expect/rely on the provision of a skip by the Parish Council.*
- *The Parish Council reserves the right to amend the allotment terms and conditions periodically. Any changes will be shared with Allotment tenants in advance of the changes becoming effective via email, Parish Council website and notice boards.*

- *Any allotment issues regarding the site, plots or tenancy agreements etc should be directed to the clerk either by phone or email 07592 850382 clerk@hodthorpeandbelp-ph-pc.gov.uk*

I have read and agree to comply with the above terms and conditions and the additional information provided within this Tenancy agreement, and fully understand and accept my responsibilities as an allotment tenant.

Signed:.....

Printed:.....

Dated:.....

Copy to Tenant

Copy to Parish Council