

## KPC ALLOTMENT TENANCY AGREEMENT

**The spirit of the agreement is to provide a few reasonable guidelines to provide a framework for allotment tenancies in Keyingham. The agreement should cover all key aspects and be clear in its requirements.**

**Representatives of the Council will inspect the allotments periodically and will be happy to provide advice and support to new tenants.**

**A fact sheet with key information for tenants, including key contacts, access arrangements, water supply, etc will be issued by the Clerk each year at the beginning of the season.**

THIS AGREEMENT made on [ ] between Keyingham Parish Council ('the Council') and [ name & address ] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment situated at Saltaugh Road Keyingham, Plot Number [ ] (s) for a period of 12 months to be renewed annually in March.
2. The tenant shall pay a bond of £30.00 at the start of the tenancy, which may be refunded when the allotment is vacated, provided that the plot is left in good order. The council will retain the bond if any work needed to prepare the plot for future use.
3. The tenant shall pay a yearly rent of £26 per full plot or equivalent proportion, on or by 31<sup>st</sup> March in each year
4. The council will maintain a register of tenancies and a plan showing each of the allocated plots.
5. The tenant shall use the Allotment only for the cultivation of fruit, vegetables and flowers for use and consumption by [him/herself] and [his/her] family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment.
7. Tenancy agreements exist between the Council and the tenant. Subletting of plots is not permitted.
8. **During the tenancy the tenant shall:**
  - a. keep the Allotment in a good state of cultivation.
  - b. not cause a nuisance to the owners or occupiers of land adjoining the Allotment, or other allotment holders.
  - c. not keep livestock or poultry or beehives on the Allotment without

written permission of the Council.

- d. ensure that all sheds, tool stores, cold frames and greenhouses are safe, appropriate and of a reasonable size and construction.
  - e. maintain the fences and gates forming part of the Allotment.
  - f. trim and keep in order all hedges forming part of the Allotment
  - g. not fell any tree growing on the Allotment without first obtaining the Council's written consent and if appropriate planning permission.
  - h. not obstruct any of the paths or roads which provide a means of access to and from the Allotment or the Allotment of another tenant
  - i. permit an inspection of the Allotment Garden at all reasonable times by the Council.
  - j. Use mains water sparingly, harvesting rainwater wherever and whenever possible.
9. The tenancy may be terminated by the Council, by giving one month's notice to the tenant, in writing, if the terms of the agreement are breached, and if requests for remedial action have not been met.
10. The tenancy may be terminated by the council if the allotment is not kept in a state of good cultivation, is unused or neglected for a period exceeding 6 months, and if requests for remedial action have not been met.
11. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
12. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise, which shall be confirmed in writing to tenant.
13. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed by:

.....  
(The tenant)

and

.....  
Julia Billaney  
Clerk to Keyingham Parish Council