



NEWTON LONGVILLE PARISH COUNCIL



Tel: 01908-367799

Email: newtonlongvillepc@tiscali.co.uk

Office Hours: Monday, Wednesday and Friday
9.30 am – 3.00 pm

Longueville Hall
Whaddon Road
Newton Longville
Buckinghamshire
MK17 0AT

ALLOTMENT AGREEMENT

AN AGREEMENT made the first day of October Two Thousand and Ten BETWEEN NEWTON LONGVILLE PARISH COUNCIL (hereinafter called “the Council”) by the hand of Mrs Janet Pickup its Clerk and duly authorised Agent of the one part and (hereinafter called “the tenant”) of the other part.

WHEREBY:

1. To Council agrees to let and the Tenant agrees to take on a **yearly** tenancy from the first day of October Two Thousand and Ten the allotment garden numbered «Plot_Number» on the Council’s allotment site within Hammond Park, off Whaddon Road at the yearly rent of **Full Plot £14.00, Half Plot £7.00, Senior Citizens £5.00** and subject to the provisos and conditions hereinafter contained
2. The Tenant hereby agrees with the Council as follows:-
 - (1) To pay the rent hereby reserved on the first day of October in every year during the continuance of this tenancy. Where rent is unpaid by the end of December, the tenancy may be terminated;
 - (2) To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council;
 - (3) To keep the allotment garden free from weeds and maintained in a good condition and to keep any pathway included therein or abutting thereon cultivated and reasonably free from weeds. Where the plot is not worked Council reserve the right to terminate the tenancy;
 - (4) The Council will inspect all allotments twice annually to ensure that tenants are not in breach of the tenancy agreement. If it is determined that a breach has occurred notification to the relevant tenant will be in writing;
 - (5) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path set out by the Council for the use of the occupiers of the allotment gardens or the Council’s employees;
 - (6) Bonfires will only be permitted if they cause no nuisance to other tenants or to the neighbours of the surrounding area and must at no time be left unattended. Council is intent that it will be good neighbours and consideration to those surrounding the gardens is essential. Dry green waste only should be burnt; Your co-operation in reducing smoke pollution of the atmosphere would be appreciated.
 - (7) The tenant must be living in Newton Longville and must not underlet, assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council;
 - (8) Not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral, gravel sand, earth or clay;

NEWTON LONGVILLE PARISH COUNCIL

- (9) Not without the prior consent in writing of the Council to erect any building on the allotment garden with the exception of a tool chest which would remain the property and responsibility of the tenant. The Council will not be liable for any damage or theft;
 - (10) Not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens. Not to lay concrete in any part of the plot;
 - (11) **All** compost bins should be located at the end furthest away from the residents of Whaddon Road and should contain **no** household rubbish and plastic – Green Waste only;
 - (12) Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situate in the said allotment site or in any adjoining land;
 - (13) Not to plant anything that is likely to be detrimental to the allotment garden;
 - (14) Not to water the allotment garden using a hose pipe directly connected to any of the Council's water supply points;
 - (15) To ensure that any dog brought into the said allotment site is securely held on a leash and does not cause a nuisance to other tenants, visitors or residents in surrounding properties. In keeping with Council policy dog fouling is not permitted;
 - (16) Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council;
 - (17) Not to erect any notice or advertisement on the allotment garden;
 - (18) To notify forthwith the Council of any change of address of the Tenant;
 - (19) To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
 - (20) To permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof;
 - (21) To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant;
 - (22) No use of vehicles within the allotment area or the grassed area in Hammond Park if inclement weather conditions prevail.
 - (23) The Parish Council's decision shall be final and binding.
3. All tenants are responsible for their own safety and for the safe keeping of their own personal possessions. Tenants bringing family or friends onto the allotment garden are responsible for their safety and must ensure that they observe the rules. Parents/guardians must ensure that children remain on the plot for the duration of the stay and be accompanied by an adult at all times and should be aware of potential hazards to children such as water butts, bonfires, stinging/poisonous plants (nettles, deadly nightshade, toadstools).
4. The tenancy shall cease on the death of the tenant and may also cease in any of the following manners:
- (1) By either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year;

NEWTON LONGVILLE PARISH COUNCIL

- (2) By re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture, for which it has been appropriated under a statutory provision e.g. compulsory purchase or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in conjunction with any of those purpose;
- (3) By re-entry by the Council at any time after giving one month's previous notice in writing to the tenant;
 - (i) If the rent or any part thereof is in arrears or not less than forty days whether legally demanded or not; or
 - (ii) If it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained;
5. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant either personally or by leaving it at the last known place of abode or by prepaid post addressed to the tenant there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council.
6. Any matters relating to the Tenancy of an allotment garden that are not covered by or specifically referred to in this Agreement shall be settled by negotiations between the Council and the Tenant.

Newton Longville Parish Council aims to promote and protect allotment gardens in the village as a resource for the benefit of the whole community. To this end, it will maintain hedgerows and gateways to ensure security, set a standard of general maintenance by ensuring that the areas for which it is responsible are neat and tidy and cause no problems to allotment holders and work with allotment holders to ensure that allotment rules are respected and standards maintained.

AGREEMENT

I agree to accept and abide by the Terms and Conditions set out in the Tenancy Agreement above.

Name	
Address	
Telephone Number	
Email Address	

Signed
(on behalf of the Parish Council)

Signed
(Tenant)

NEWTON LONGVILLE PARISH COUNCIL

Print Name J A Pickup

Print Name

Date

Date