

OTTERY ST. MARY ALLOTMENT SINGLE TENANCY AGREEMENT

This is an Agreement made on the _____ day of _____ 20____ between **OTTERY ST MARY TOWN COUNCIL, The Old Convent, 8 Broad Street, Ottery St Mary Devon EX11 1BZ ('the Council')** and (name) of ('the Tenant').

The Council agrees to let and the Tenant agrees to take Allotment Number situate at the Allotment Gardens, Higher Ridgeway, Ottery St Mary on a yearly tenancy from the First day of January 2018 and thereafter from year to year until terminated as hereinafter provided, subject to the following terms and conditions.

Allotment Size: _____

Yearly Allotment Rent: _____

1. The Yearly Allotment Rent will be subject to annual review by the Council

2. The Tenancy is subject to the following conditions:

- a) The rent will be paid in advance by 1st January each year.
- b) The allotment garden* will be used as an allotment garden and for no other purpose without the prior consent, in writing, of the Council.
- c) No new tenant or household will have the right to more than one allotment. However, if for historical or other reasons a tenant has been permitted to have more than one allotment, the Council may give 12 months' notice if the allotment is required for a new tenant.
- d) The Tenant must reside within the outer boundary of the allotment authority (the Parish of Ottery St. Mary). If a tenant is permitted to reside outside this boundary, the Council may give 12 months' notice if the allotment is required for a new tenant who lives within the boundary.
- e) The Tenancy will end on the death of the Tenant. The Tenant's surviving family may continue with the tenancy, with the consent of the Council and on the signing of a new Allotment Agreement.
- f) The Tenant is responsible for the provision of adequate and appropriate public liability insurance in respect of their personal liabilities associated with operating the allotment garden. The Council will arrange this on behalf of the Tenant and the cost will be included in the annual rental.
- g) The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the Council in respect of any such claim made against it.
- h) The Council shall accept no liability to the Tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment

3. The Tenancy can be terminated by the Council, giving one month's notice, if:

- a) The rent is in arrears for 40 days or more, whether legally demanded or not.
- b) After 3 months tenancy, 25% of the allotment is not clean and in a good state of cultivation and after 12 months tenancy 100% of the allotment is not clean and in a good state of cultivation.
- c) The Tenant has failed to comply, within a reasonable time, with a notice requiring the Tenant to remedy any failure to observe the conditions of this agreement.

4. The Tenancy can also be terminated by:

- a) The Council, giving 12 months' notice before 1st January in any year.
- b) The Council, giving 3 months' notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the Council by other agencies.
- c) The Tenant, giving 3 months' notice, at any time.

5. The Tenant will:

- a) **keep** the allotment clean and in a good state of cultivation and fertility, 75% of which should be cultivated.
- b) **not** cause any nuisance or annoyance to any other tenant.
- c) **not** obstruct or encroach upon any path set out by the Council for the use of other tenants.
- d) **not** sub-let or assign, to another person, any part of the allotment.
- e) **not**, without the written consent of the Council, cut or prune any trees, or take or sell any mineral, gravel or clay.
- f) **not** use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the Council for the use of other tenants
- g) **keep** all paths adjacent to their allotment clean, mown and free from weeds and obstructions.
- h) **not** plant any fruit trees

- i) **not** place on the allotment any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of a tenant's allotment.
- j) **not** place any matter in the hedges, ditches, access roads or on any adjoining land.
- k) **not** light any bonfire when the wind may blow smoke towards the adjacent properties and will **not** allow it to burn unattended.
- l) **not** bring any dog onto the allotments except guide dogs or assistance dogs.
- m) **not** store any combustible fuels.
- n) **not** place any carpet on the allotments.
- o) **not** use tyres on the allotment for any purpose whatsoever.
- p) **not** use any hoses or siphons to water allotments.
- q) **not** keep any animals or livestock of any kind on the allotment.
- r) **not** erect any notice or advertisement on the allotment.
- s) **notify** the Council of any change of address.
- t) **observe** and perform any other special conditions, which the Council considers necessary to preserve the allotment from deterioration.
- u) **remove weeds** before they go to seed and become a nuisance to other plot holders. When using sprays or fertilizers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
- v) **ensure** all water receptacles are stable, not sunken and have secure covers.
- w) **Keep** the supplied toolbox in good condition.

6. Permitted Structures

Compost bins and tool boxes are permitted on an allotment. Polytunnels will not be permitted, however standard sized cloches are acceptable. A small greenhouse not larger than a 6' x 4' base X 6' height may be permitted at the discretion of the Council. Sheds are permitted provided that they do not exceed 6' x 4' base x 6' height. They shall be built of overlap timber under an apex green felt roof. They will be stained only in natural wood colour. The shed must be securely mounted to a prepared base. The shed will be the responsibility of the Tenant. The Council cannot take any responsibility for the shed and reserves the right to remove if it is not adequately maintained or is in a dangerous state. Permission prior to erection must be sought from the Council and its position approved

7. Eviction Procedure:

The process for eviction is the responsibility of the Allotment Management Committee and takes the form of a number of notified inspections throughout the year by committee members. These inspections can result in an initial letter and a final letter being sent to tenants whom the committee regards as not complying with the conditions of letting. If after the final letter no improvement is deemed to have been made, then the committee will recommend to the Council that the Tenant be evicted. The plot will need to be vacated within one month of an eviction notice being issued.

8. Miscellaneous

- i. Any officer or member of the Council or Allotment Management Committee will be entitled, at any time, to enter and inspect the allotment.
- ii. The Town Clerk or an Assistant to the Town Clerk may sign any notice or agreement required to be given to the Tenant
- iii. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or structure erected on the Allotment unless the Council agrees otherwise which shall be confirmed in writing to tenant.
- iv. The Allotment Committee will be responsible for the day to day administration of the allotments. An Assistant to the Town Clerk will be responsible for the allocation of plots.
- v. This agreement replaces all previous allotment agreements, if any exist, between the Council and the Tenant.
- vi. All persons taking the tenancy of an allotment automatically become members of the Allotment Association and may attend the AGM and stand as a committee member.
- vii. The Constitution of the Allotment Management Committee is displayed in the Allotment Gardens Notice board.

** An allotment garden means an allotment not exceeding a quarter acre, which is wholly or mainly occupied and cultivated by the Tenant for the production of vegetable or fruit crops, other than apples, pears and plums, for the consumption by the Tenant or the Tenant's family, and flowers, provided these are not grown for commercial purposes.*



Town Clerk

I agree that I will abide by the aforementioned conditions

Signature of Tenant **Print Name**

SPECIMENT AGREEMENT