



THORRINGTON PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made the 2024 BETWEEN
Thorrington Parish Council ("the Council") and
..... ("The Tenant.")

Tenant Name:
Tenant Email Address:
Tenant Telephone Number:

(Thorrington Parish Council reserves the right to amend, adapt and/or modify this agreement at any time)

WHEREBY

The Tenant agrees to take the allotment plot as detailed below on a yearly tenancy.

Situation: Allotments off Clacton Road, Thorrington, Essex

Plot Number: (Standard allotment size is 20m x 5m or thereabouts.)

- Deposit: A deposit of £40 is charged to all new allotment holders for a full plot or £20 for a half plot. The deposit is refundable on termination of the tenancy agreement: provided the allotment is clear of all rubbish and returned in a satisfactory condition. This deposit is charged per plot and in cases of multiple plot tenancy the deposit is not transferable (meaning if a tenant vacates one plot in favour of another, the said tenant will pay a further deposit for the additional plot.)
- Rent: A fee totalling £50.00 payable annually for a full plot and £25 for a half plot; in advance of 1st October to cover the date period: 1st October to 30th September or part thereof. (The fee payable is inclusive of the use of water provided at the Allotment site.
- If a tenancy begins between 1st October and 30th September a full years' rent for the year is payable immediately.

The Tenant agrees with the Council to comply with the conditions listed below:

Use and Management of Plots

1.1 To pay the full rent inclusive of the water charge in advance as required (unless a concessionary rent rate is agreed by the Council) on the first day of October of each



year or at the start of the tenancy and then on the first day of October each year with no deductions.

1.2 To use the allotment plot as an allotment garden and for no other purpose.

1.3 To keep the allotment plot clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility.

1.4 To keep any pathway adjoining the allotment plot mown, clean and tidy.

1.5 To remove *all* rubbish from the allotment site and under no circumstances do not leave any rubbish by the incinerator.

1.6 To comply with the manufacturer's recommendations and to take great care to avoid any health risk to people, animals and the environment if using chemical weedkiller.

1.7 Not to use or allow the use of any chemical weedkiller which has a residual or long-lasting effect on the soil.

1.8 Not to cause or allow any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach upon any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

1.9 Not to underlet, assign or part with the possession of the allotment plot or of any part of it without the written consent of the Council.

1.10 Not to cut or prune any timber or other trees without the written consent of the Council.

1.11 Not to take, sell or carry away any mineral, gravel, sand, clay or topsoil without the written consent of the Council.

1.12 Not to damage any hedges, fences, gates or notice boards situated in the allotment site of which the allotment plot forms part.

1.13 Not to erect any building on the allotment plot without the written consent of the Council.

1.14. Not to erect any building on the allotment garden, on a non-permanent basis, larger than the following (asbestos building material not permitted) *When applying for consent to erect a building or structure, a Plan and Specification of the proposed building shall be submitted to the Council.*

- Shed 8' x 6'
- Greenhouse 10' x 8' or Poly-tunnel 10' x 8'.



1.15 Not to use barbed wire anywhere within the allotment site.

1.16 Not to plant trees in the ground. Trees can be planted in pots, but these must not be buried, and the pots must be placed on a slab to ensure no roots are able to enter the ground. The Tenant is only permitted to grow dwarf fruit tree species on the plot, and these should not be planted near boundary paths. No other trees are permitted to be planted.

1.17 Not to deposit or allow other persons to deposit on the allotment plot any refuse, hazardous substance, or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).

1.18 Not to deposit any refuse, hazardous substance, or waste matter anywhere on or in the allotment site, on or in adjoining land or on or in any drain, ditch or dyke adjacent to, or part of the allotment plot or site. (Other than on a tenant's allotment plot, compostable material can *only* be placed within the operational compost bay and materials for incineration may be *temporarily* placed adjacent to the incinerator. 'Temporarily' is viewed as being a reasonably short period of time between placing and incinerating, and *not more than one day*.)

1.19 Tenants pet or assistant dogs are permitted on to the allotment site but must be kept under close control. Owners must clear up after their pet and not permit the dog to become a nuisance to others. Any fouling must be removed and disposed of off-site.

1.20 Not to keep animals or livestock of any kind upon the allotment plot without the written consent of the Council.

1.21 Not to erect any notice or advertisement on the allotment site.

1.22 The water supply provided to the allotment gardens for the benefit of the tenants must only be dispensed using watering cans or with a hand-held hose. No sprinklers or watering systems are permitted. *Water supply is subject to Water Authority regulations at all times and its use subject to review at any time.*

1.23 The Council shall have the right to refuse admittance to the allotment site to any person other than the tenant or a member of his or her family unless they are accompanied by the tenant.

1.24 That any case of dispute between the Tenant and any other occupier of an allotment plot in the allotment site shall be referred to the Council whose decision shall be final.

1.25 That the Tenant shall inform the Council immediately of any change of contact details and/or postal address.



1.26 That the Tenant shall yield up the allotment garden at the end of the tenancy in a reasonably clean and tidy condition, and the allotment garden to be free of any hazardous substances and materials or the tenant will be liable to a charge for the Council to bring allotment garden back to an acceptable standard.

1.27 To permit any officer, agent, or representative of the Council to enter and inspect the condition of the allotment garden and any building erected or being erected. These inspections are carried out on a regular basis.

1.28 That the tenant shall observe and perform any other special condition which the Council shall consider necessary to preserve the allotment plot from deterioration. Notice shall be given to the tenant in accordance with Clause 3 of this agreement.

1.29 After signing this agreement, the Tenant will be expected to commence work on the allotment garden. After six months, the Council expect 25% of the allotment plot to be cultivated, and after one year the Council expects 75% of the allotment plot to be cultivated, unless there are mitigating circumstances.

This Tenancy shall cease under the following conditions:

2.1 Two months following the death of the Tenant

2.2 By the Tenant giving the Council notice in writing, signed by the Tenant, or otherwise by agreement with the Council.

- By the Council giving the Tenant twelve months' notice in writing.
- By the Council at any time after giving one month's previous notice in writing to the Tenant:- If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not

Or

- By the Council at any time after giving one month's previous notice in writing to the Tenant if it appears to the Council that there has been a breach of the conditions of this agreement by the Tenant. If such breach relates to the cultivation of the allotment plot at least 3 months must have passed since the beginning of the tenancy.

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2.3 Any plot holder that receives two consecutive notices to tidy up their allotment and then fails to continue to maintain their plot will receive an immediate Notice to Quit if the plot is not up to an acceptable standard on the third inspection.

2.4 If the Tenant moves out of Thorrington (exception may be granted in certain circumstances, at the sole discretion of the council).

2.5 Any tenant who has been, or will be, evicted from the Parish Council allotments is banned from having another allotment in the Parish, unless a written application to have the ban lifted is submitted to and agreed by the Council.

2.6 Any notice may be served on a tenant either personally or by leaving it at his or her last known place of abode, or by registered letter addressed to him or her there, or by fixing the same in some conspicuous manner on the allotment garden/s in question.

2.7 Upon giving notice of their intention to surrender the Tenancy, The Tenant will ensure that any constructions in the form of sheds, greenhouses or similar are removed from the plot by the date of the expiry of the notice. *After this time, they will remain part of the plot and subsequently become the property of the new Tenant.*

AS WITNESS this document has been signed on behalf of the Council and signed by the Tenant.

8th March 2024

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Dated

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Tenant

Lynsey Ritchie-Fagg

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Clerk to the Council