

CODDINGTON PARISH COUNCIL ALLOTMENT HOLDERS' AGREEMENT

THIS AGREEMENT made from the 1st day of January (insert year) between Coddington Parish Council (hereafter called the Council) in the county of Nottinghamshire

and ...(insert name)..... of ...(insert address).....
(hereafter called the Allotment Holder)

1. The Council shall let to the Allotment Holder to hold from year to year the Allotment Gardens numbered (insert allotment number) in the Council's Allotment Register at The Green, Morgans Close, Coddington.
2. The Allotment Holder shall pay a yearly rent as set annually by the Council in January of each year. Payment must be received by (insert date). If rent is more than 40 days overdue, the agreement is deemed to have lapsed, a one month notice to quit will be issued and the allotment becomes available for re-letting.
3. At the termination of the agreement the Allotment Holder must leave the allotment garden tidy, clear of all weeds and rubbish, and 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 the tenant.
4. New allotment holders will be required to pay a deposit equal to one year's rent which will be held separately from Council funds and returned on termination of the agreement providing that clause 3 of this agreement is fully satisfied. Any expense incurred by the Council in clearing the plot (e.g. payment towards a skip or having someone strim the plot) will be deducted from the deposit held.
5. On signing the agreement, the Allotment Holder becomes liable for a shared payment of water charges levied by the Severn Trent Water Authority on the Council, which is included in the rent. The use of hosepipes and sprinkler systems is forbidden.
6. Residents of Coddington shall have first priority for allotments. If there are no village residents who require an allotment, they can then be allocated to applicants at the discretion of the Council.
7. The allotment holder shall carry out the following obligations:
 - (a) The allotment garden shall be properly cultivated, manured and kept in good condition to the satisfaction of the Council. Properly cultivated means two thirds under cultivation and planted in rotation with not more than one year under grass or weeds, except in the first year of a tenancy where an overgrown plot is being brought back into use.
 - (b) No nuisance or annoyance shall be caused by the Allotment Holder to any other Allotment Holder on any other part of the allotments provided by the Council. Verbal abuse or threats to Council Officers, Staff or other Allotment Holders by tenants will not be tolerated and will lead to immediate eviction.
 - (c) No livestock or poultry shall be kept upon the allotment garden other than a reasonable number of hens or rabbits for the Allotment Holder's own domestic consumption by prior discussion with the Council.
 - (d) No dog shall be brought on to or kept in the area of the allotments.

- (e) The Allotment Holder shall not assign the agreement nor sub-let or part with possession of any part of the allotment garden to a third party.
- (f) The Allotment Holder shall not erect any portable, temporary or permanent building or other structure on the allotment garden nor fence the garden without first obtaining the written consent of the Council. Any structure shall not cause excessive shading of neighbouring plots. The storage of vehicles, their component parts, vehicle bodies, caravans and tow vans will not be permitted. Any structure shall not be used for any purpose other than short term protection from the weather or the storage of tools and materials for use on the allotments. The use of any structure for overnight accommodation is forbidden. From 2023 any new buildings or structures must be glass free.
- (g) The Allotment Holder shall maintain in decent order all footpaths bordering the north side of their allotment garden.
- (h) The Allotment Holder shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the allotment garden.
- (i) The Allotment Holder shall cultivate the allotment garden for the production of fruit, vegetables and flowers for domestic consumption only by him/herself and family.
- (j) The Allotment Holder shall permit the inspection of the allotment garden at all reasonable times by any member of the Council.
- (k) The Allotment Holder shall not obstruct or permit the obstruction of any of the paths on the allotments.
- (l) Allotment Holders are requested to keep bonfires to a minimum, to only burn waste from their allotment garden, and not to use accelerants. Fires must be well clear of sheds, hedges etc. and always checked for wildlife. Fires should not be left unattended and must be completely extinguished before leaving the allotment garden. The Allotment Holder is totally responsible for any damage caused or complaints from neighbours caused by a bonfire.
- (m) The Allotment Holder shall be responsible for maintaining a clean water supply and take precautionary measures to reduce risks of contamination and pollution.

8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment garden.

9. Termination of Tenancy

The tenancy of the Allotment Garden shall terminate:

- i. automatically on the Rent Day next after the death of the Allotment Holder, or
- ii. by either the Council or the Allotment Holder giving to the other at least twelve months' notice in writing expiring on or before 6 April or on or after 29 September in any year, or
- iii. by re-entry by the Council after 3 months previous notice in writing to the Allotment Holder on account of the Allotment Garden being required:
 - 1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - 2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
- iv. by re-entry if the rent is in arrears for not less than 40 days, or
- v. by re-entry if the Allotment Holder is not duly observing the conditions of this tenancy, or
- vi. by re-entry if the Allotment Holder becomes bankrupt or compounds with his creditors, or

vii. by the Council giving the Allotment Holder at least one month's notice in writing if not less than 3 months after the commencement of this Agreement, it appears to the Council that the Allotment Holder is resident more than one mile out of the parish.

10. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post or email to the Clerk to the Council and any notice to be given to the Allotment Holder shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this agreement.

.....(Signature)
Clerk to Coddington Parish Council

.....(Signature)
Allotment Holder

Date.....

Terms and conditions are in accordance with The National Allotment Society and the Allotments Act 1950.