



**DORMINGTON & MORDIFORD GROUP
PARISH COUNCIL**

Parish Clerk: Clare Preece
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TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the (date) between Dormington & Mordiford Group Parish Council and (Name) of (address) by which it is agreed that:

1. The Council shall let the Tenant the Allotment Garden situated at Shepherds Orchard, Mordiford, Hereford, HR1 4FD and referenced as (insert number) outlined in red for identification purposes only on the plan attached.
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the xx day of xx 201x (and thereafter from year to year) unless determined in accordance with the terms of this tenancy
3. The Tenant shall pay a yearly rent which is to be paid in full each January for the forthcoming calendar year. Charges will be reviewed annually.
 - a. Plot: £50 per annum
4. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by (him/herself) and (his/her) family.
5. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
6. Keeping of chickens (not cockerels) and rabbits is allowed. Requests for other animals must be made in writing to the Council.
7. During the Tenancy, the Tenant shall:
 - a. Keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b. Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c. Not assign the Tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - d. Garden sheds, Polytunnels, Green Houses and other structures are permissible based on an agreed standard of maximum standard size 7ft by 5ft. Guttering and rain water collection will be encouraged.
 - e. Be responsible for the insurance and security of their sheds and contents and plot. The Parish Council will not accept any liability for loss and damage howsoever caused.
 - f. Not fence the Allotment Garden without first obtaining the Council's written consent.
 - g. Trim and keep in decent order all hedges forming part of the Allotment Garden;
 - h. Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission and if given all trees will be of dwarf stock;

- i. Be responsible for ensuring that any person present in the Allotment Garden with or without the Tenant's permission does not suffer personal injury or damage to his/her property;
 - j. Permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - k. Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant. The Tenant shall practice sensible water conservation, utilise covered water butts and consider mulching as a water conservation practice;
 - l. Have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time;
 - m. Ensure fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be attended at all times and water must be at hand to deal with potential emergencies. Fires must not cause a nuisance to neighbouring residents or other Allotment Garden tenants. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Garden any materials for the purpose of burning such waste;
 - n. The Tenant shall be responsible for keeping contact details including address, telephone and email up to date with the Council.
8. The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other Allotment Gardens let by the Council.
9. The Council shall pay all rates, taxes dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The Tenancy may be terminated by the Council serving on the Tenant not less than twelve months' written notice to quit expiring on or before the 1st January or on or after the 1st day of July in any year.
11. The Tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:
- a. The rent is in arrears for 40 days or;
 - b. Three months after the commencement of the tenancy the tenant has not observed the rules referred to in Clauses 5 and 6.
12. The Tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit.
13. On 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 the tenant.
14. 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

..... The Clerk

on behalf of Dormington and Mordiford Group Parish Council