MINEHEAD TOWN COUNCIL

TENANCY AGREEMENT FOR ALLOTMENT PLOT

THIS AGREEMENT made on between

MINEHEAD TOWN COUNCIL ("the Council")

And
of

by which it is agreed that:

1. The Council shall let to the Tenant the allotment situated at () plot number () in the Council's Allotment Register.

2. The Council shall let the plot to the Tenant for a term of one year commencing on the date of this agreement 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 shall be payable annually on 1st November.

4. The Tenant shall pay an initial one-off deposit dependent at the start of the tenancy agreement, which will be returned by the Council when the Tenant vacates the plot, leaving it in a satisfactory condition having cleared it of all structures.

5. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Site.

6. The Council shall not be responsible for any loss suffered by the Tenant or any third party whether by injury, theft, accident or any other cause.

7. The Tenant shall use the plot only for the cultivation of fruit, vegetable and flowers for use and consumption by the Tenant and the Tenant's family.

8. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers on the plot.

9. The Tenant shall reside within the boundary of Minehead during the tenancy.

10. If the Tenant does not begin cultivation of the plot within the first three months of the tenancy the Council may repossess the plot giving the Tenant one month's notice.

11. During the tenancy, the Tenant shall:

a) keep the plot clean and in a good state of fertility and cultivation
b) cultivate at least 75% of the area of the plot during the tenancy
c) not cause or permit any nuisance or annoyance to the occupier of any other plot. Any case of dispute between the Tenant and any other occupier of a plot will be referred to the Council, whose decision will be final
d) not obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the plots
e) not dispose of any materials, arisings or rubbish from the allotment plot or from elsewhere, on any part of the allotment site, its footpaths, roads and ditches, or on any vacant allotment plot. This will result in immediate termination of the tenancy
f) no livestock shall be kept on the allotment gardens except a small number of hens. Written permission is needed from the Council
g) not sub-let or part with the possession of any part of the plot
h) not erect or retain a shed, greenhouse or other building or structure on the plot without first obtaining the Council's written consent. When consent is granted, use of glass is not permitted
i) not fence the plot without first obtaining the Council's written consent.
j) trim and keep in good order all hedges forming part of the plot
k) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission.
l) not cut or prune any timber or other trees before obtaining the Council's written consent. Not take, sell or carry away any mineral, gravel, sand, earth or clay
m) be responsible for ensuring that any person present at the allotment plot, with or without the Tenant's permission, does not suffer personal injury.
n) permit an inspection of the plot at all reasonable times by the Council's employees or agents
o) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment site
p) note that water may only be used for cultivation of the plot by use of containers or siphoning (gravity fed only) from a water butt
q) ensure that due care is taken when applying weedkiller on the allotment site. It must not be applied in windy or wet weather and care must be taken that spray is not carried onto neighbouring plots. (Industrial strength weedkiller must not be brought onto any allotment site or be applied onto any plot.) Careless use of weed killer will result in the immediate termination of the tenancy. The Council discourages the use of Glyphosate based weed killers on allotments.
r) ensure that any dogs brought onto the site are kept on the Tenant's plot and on a lead at all times, and any fouling shall be removed by the Tenant. Failure to do so will result in a ban on all dogs on the allotment site.

s) note that flammable, corrosive, hazardous chemicals, liquids and/or products are not permitted to be stored on the allotment site.
t) The use of tyres, carpets or underlay is strictly prohibited.
u) in line with the Council's environmental policy bonfires or burning of materials are not permitted on any allotment site.

12. The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Site and other allotment sites let by the Council.

13. 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 6th day of April or on or after the 29th day of September in any year.

14. 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) the Tenant at any time after a first written warning breaks the terms of this agreement.

15. The tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit.

16. On the termination of the tenancy, the Tenant shall leave the plot in a satisfactory condition having cleared it of all structures, waste and personal belongings.

17. 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.

18. The Council will retain the names and addresses of allotment holders for the sole purpose of managing its allotment sites. This information will be stored by the Council in accordance with the terms and conditions set down in the General Data Protection Regulation (GDPR) Act 2018. The signing of this agreement by the Tenant will be deemed to be consent for the Council to hold and process this information under the terms of the regulations.

AS WITNESS the hands of the parties hereto:

SIGNED by the said …….

(Tenant)

……...

Date

SIGNED on behalf of **MINEHEAD TOWN COUNCIL** by ……

(Officer of Minehead Town Council)

……

Date