

REPTON PARISH COUNCIL

2019 AGREEMENT FOR TENANCY OF ALLOTMENT PLOT - MONSOM LANE, REPTON

1. You shall pay to Repton Parish Council in advance each January an annual rental of:
 - a) £25.00 per any sized allotment for pensioners and those not in employment or
 - b) £48.00 per larger undivided allotment for those in employment or
 - c) £35.00 per smaller divided plot for those in employmentRepton Parish Council reserves the right to review the rent and the terms of this agreement each year.

2. You shall observe the following conditions:
 - a) Tenants must complete and sign a Tenancy Agreement, which is a legally binding contract.
 - b) Tenants must be Repton Parish residents aged 18 years or more.
 - c) Each Plot shall be in the name of one Tenant only.
 - d) Tenants must not assign sublet or otherwise part with possession of the allotment plot or any part thereof. Produce from the allotment is for the use of the tenant and family and not for sale.
 - e) Tenancy of an allotment plot shall be terminated by the Council by due process:
 - i. If the rent is in arrear for not less than 40 days or
 - ii. If the Tenant fails to observe the terms and condition of the tenancy or the rules governing use and cultivation of the allotment plot.
 - iii. If the Tenant becomes bankrupt or compounds with his creditors
 - iv. If the tenant is found to behave in an inappropriate, unacceptable or unreasonable manner to other tenants, the Parish Council, contractors or residents.
 - f) In the event of the death of a tenant the tenancy shall terminate on the half-yearly rent day next after the date of death.
 - g) Tenants shall yield up an allotment plot at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
 - h) Tenants shall be responsible for their own safety and the safety of other users.
 - i) Chickens may be kept on an allotment subject to a separate agreement.

3. You shall use and cultivate the allotment plot in accordance with the following rules:
 - a) The plot shall be kept free from weeds or any plant which interferes with the other allotment plots, well manured and maintained in a good state of cultivation and condition, with any pathways included therein or abutting thereon kept reasonably weed-free and the plot shall be so delivered up at the end of the tenancy. The majority of the plot (>75%) should be cultivated and cropped.
 - b) No nuisance or annoyance to the occupier of any other land shall be caused nor any obstruction of any path used by the occupiers of adjoining plots.
 - c) No timber or other trees shall be cut or pruned without the written consent of Repton Parish Council, nor shall any mineral, gravel, sand or clay be taken, sold or carried away.
 - d) Any hedges on or bounding the plot shall be kept properly cut and trimmed, and all ditches properly cleansed and any damage done to any fence and gates shall to be repaired immediately.
 - e) No building shed, greenhouse, polytunnel or other structure shall be erected on the plot.
 - f) Fruit cages are permitted if they occupy less than 20% of the plot, are less than 1.83m in height be of a temporary nature and the netting is only in place over the summer harvest period. The support structure material must be less than 50mm in section / diameter.
 - g) No barbed wire shall be used for any fence adjoining a path used by cultivators of adjoining allotment plots.
 - h) Any chemicals brought on site must be approved for gardening purposes, kept in Manufacturers' clearly labelled containers and locked away out of reach of children and animals. Hazardous chemicals and materials must not be stored on the site. Manufacturers' instructions regarding safety storage mixing disposal and use must be strictly observed. The tenant shall be legally responsible for the safe use of such chemicals at all times. It is recommended that organic alternatives be used in preference to chemicals whenever possible.
 - i) No notice or advertisement shall be erected on the plot or elsewhere on the site.

- j) No animal shall be brought on to the site except of a guide dog accompanying a blind person. The dog shall be kept under strict control at all times and any faeces removed forthwith.**
- k) Access to the allotments shall be from Monsom Lane only, and no access for any purpose shall be permitted through the Burial Ground.**
- l) No fires shall be lit and all rubbish shall be composted or removed in a responsible manner.**
- m) In the event of disagreement between a Tenant and the occupier of another allotment plot details of the dispute shall be referred to Repton Parish Council whose decision shall be final.**
- n) Any incidence of rodent infestation shall be reported immediately to Repton Parish Council.**
- o) Any water butts must have lids.**

To: Repton Parish Council

I hereby accept all the terms and conditions as set out with regard to allotment plots at Monsom Lane, Repton and enclose my remittance for the 2019 rental.

(Please make any cheques payable to Repton Parish Council.)

Signed.....

Print Name.....

Plot no.....

Date.....

Address.....

Email.....