

MELBOURN PARISH COUNCIL

ALLOTMENT RENTAL AGREEMENT

Revised on 16 May 2019

AN AGREEMENT made this _____ day of _____ between

MELBOURN PARISH COUNCIL (hereinafter called the Council) of the one part and
(hereinafter called the Tenant) of the other part.

WHEREBY the Council agrees to let and the Tenant agrees to take on a yearly tenancy from ___
_____ the Allotment Garden numbered _____ in the register of Allotments
provided by the Council and measuring approximately 250 square yards at the yearly rental of £25.00
payable yearly in advance and reviewed annually.

The TENANCY is subject to the regulations endorsed on this agreement and also the following conditions:

1. The rent is due from 1st October each year or at the date of the tenancy is granted and is payable to Melbourn Parish Council, The Parish Office, Melbourn Community Hub, 30 High Street, Melbourn, Cambridgeshire, SG8 6DZ.
2. The Tenant shall provide evidence of Insurance of the plot either through membership of the St George's Allotment Association or through individual Public Liability cover presented to the Clerk.
3. The Tenant shall keep the Allotment Garden clean, in a good state of cultivation and fertility and in good condition.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.
5. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written permission of the Council.
6. The Tenant shall not without the written consent of the Council cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
7. The Tenant shall keep every hedge, path and roadway that forms part of the boundary of his Allotment Garden properly cut and trimmed and keep all ditches properly cleansed.
8. In the event that the allotment, or the boundary of the allotment, becomes overgrown and restricts or impedes access to neighbouring plots, the Parish Council will request the allotment holder to take steps to clear the area. If the area is not cleared, the Parish Council shall arrange for the area to be cut back, trimmed or rotovated and any costs for the work shall be the responsibility of the allotment holder.
9. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupants of the Allotment Garden.
10. Use of any asbestos type materials on the allotment gardens is strictly prohibited. The Council has made efforts to remove all such material from the area and Tenants should notify the Council immediately if they find materials that they suspect to be asbestos on their plot. The Council reserves the right to enter onto any plot for the purpose of removing such material.
11. The Council gives permission for the erection of sheds on the allotments, providing they conform to the specifications overleaf.
12. The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in this lease.
13. Any member of the Parish Council (whose names are available in the Parish Office) or any employee of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.
14. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant. It may also be terminated by the Council after one month's notice :
 - (a) If the rent is in arrears for more than 14 days OR
 - (b) If the Tenant is not duly observing the conditions of his or her tenancy after two warnings by the Council.
15. The Council accepts no responsibility for loss or damage to implements, crops or vehicles.
16. The Council has an absolute prohibition on the keeping of livestock or domestic fowls of any sort on the allotment gardens.

The Parish Clerk _____

Tenant _____