

**MELBOURN PARISH COUNCIL
ALLOTMENT RENTAL AGREEMENT**
Revised on 28 June 2021.... March 2022

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 at the yearly rental of £_____ 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 as set out in the attached document. Glass greenhouses are not permitted on the allotments.
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. On expiry of the tenancy, the Tenant shall leave the allotment, including the boundary and pathways, in good order. If the area is not cleared within 2 weeks of a request by the Parish Council, the Parish Council shall arrange for the area to be cut back, trimmed or rotovated and cleared of any debris, tools or equipment and any costs for the work shall be the responsibility of the outgoing Tenant.
16. The Council accepts no responsibility for loss or damage to implements, crops or vehicles.
17. The Council has an absolute prohibition on the keeping of livestock with the exception of bees subject to the Parish Council's Allotment Bee Keeping Policy (Document 4.25) or domestic fowls of any sort on the allotment gardens.

The Parish Clerk _____

Tenant _____

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ST GEORGE'S ALLOTMENT ASSOCIATION

MELBOURN ALLOTMENT SITES : THE MOOR AND GRAYS ALLOTMENTS

SPECIFICATION FOR SHEDS ON THE SITES

All sheds should be purchased from commercial suppliers, not constructed by plot holders.

The maximum size should be 2*3 metre foot print and 2.2 metre high. This would include smaller storage units for tools.

Sheds should only be made from wood, protected with preservative.

Roofs can be flat or gabled, using roof felt or equivalent. Pent is recommended as this is the most effective design for water capture from guttering into a water butt.

Windows will be allowed as long as they are not glass.

Sheds should be placed on appropriate footings to ensure that they are secure and will not be disturbed by normal wind conditions. This should not be concrete or bricks. Sand and slabs are suggested.

Sheds should be professionally installed.

Sheds must be properly maintained.

Only one shed will be allowed per plot (including half plots).

Installation should not disturb adjacent plots, without permission of the adjacent owner.

It is the responsibility of the departing plot holder to deal with transfer of their sheds to new plot owners or removal if requested by the new owner.

Sheds must be appropriately insured.

No fuel or flammable material should be kept in the shed. No toxic chemicals should be kept in the shed.

The shed should be kept secured with a padlock.

Sheds should be positioned so as not to unreasonably shade a neighbouring plot.

Plot holders should ensure that bonfires are not positioned near to a shed on their, or an adjacent, plot.

There will be a provision for a "dangerous shed notice" which will be part of the regular plot inspection system. This could be because the shed is leaning or has damaged, loose or rotten components. A plot holder served with such a notice will have to make the shed safe or remove it.

Glass greenhouses are not allowed. Polycarbonate greenhouses are permitted provided they are properly constructed and secured in place.