

MELBOURN PARISH COUNCIL
ALLOTMENT RENTAL AGREEMENT
Revised on 7 January 2026

AN AGREEMENT made on this

day of

between

MELBOURN PARISH COUNCIL (hereinafter called the Council) and

(hereinafter called the Tenant) by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to hire as a tenant from _____ the Allotment, the area being _____ and part of the Allotments provided by the Council at _____ and at the current rent of £ _____ and numbered _____ in the Council Allotment Register.

2. The rent shall be paid on 1st October _____ until 30 September _____ and shall be for a period of 12 months. The rent shall be reviewed in April of each year and Tenant's will be notified of any increases prior to renewal on 1st October.

3. 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.

4. The Tenant shall keep the Allotment Garden clean, in a good state of cultivation and fertility and in good condition.

5. The Tenant shall not obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.

6. The Tenant shall behave in a reasonable, considerate and lawful manner at all times while on the allotment site and shall not engage in any behaviour which may cause alarm, distress, harassment, intimidation, nuisance or annoyance to other plot holders, visitors, councillors, employees or contractors of the Council. For the avoidance of doubt, nuisance or annoyance includes, but is not limited to, aggressive behaviour, abusive language, harassment, intimidation, threatening conduct, obstruction or deliberate interference with other allotment holders' quiet enjoyment of their plots.

The Tenant shall also be responsible for the behaviour and actions of any visitors, family members or guests brought onto the allotment site and shall ensure they comply with this agreement.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. The Council gives permission for the erection of sheds on the allotments, providing they conform to the specifications as set out in the attached document. Glass greenhouses are **not** permitted on the allotments.

14. The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in this lease.

15. 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.

16. 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 40 days OR

(b) Where the Tenant breaches the conditions of this agreement, the Council may issue up to two written warnings requiring remedial action within a specified timescale. Persistent or serious breaches, may result in termination of the tenancy following one month's written notice.

Notwithstanding the above, the Council reserves the right to terminate the tenancy with immediate effect in cases of serious misconduct, including violence, threats of violence, harassment, or conduct which places others at risk.

17. 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.

18. The Council accepts no responsibility for loss or damage to implements, crops or vehicles.

19. The Council has an absolute prohibition on the keeping of livestock or domestic fowls of any sort on the allotment gardens, with the exception of bees subject to the Parish Council's Allotment Bee Keeping Policy (Document 4.25).

20. Where possible, The Tenant shall use organic methods for weed control on their plot. Careful and considered use of chemical products containing glyphosate is permitted when needed, but care must be taken to ensure that no neighbouring plots are affected by glyphosate use.

21. From 1st October 2025, The Council will allocate up to two plots only per household, any further plot tenancies to the same household that are required, will only be allocated at the discretion of the Parish Clerk
The Parish Clerk

Tenant

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.