



## Terms and Conditions

### 1 Rent

The council will advise the tenant as to the annual amount to be paid for each individual plot, at least 30 days prior to the commencement of the tenancy. The rent is specific to each plot and is calculated in line with our charging policy (£0.25 per square metre). A 25% discount can be applied if the tenant is eligible.

Payment of the allotment rent shall be made within 30 days of the date of the rent renewal notice and payment shall be made in accordance with the instructions attached to the invoice.

Failure to pay within the specified time limits may result in termination or a refusal to renew the tenancy. **Any relevant change in tenant circumstances (e.g. change of address) must be communicated immediately to the Town Council.**

Rent may periodically come under review, in which case the tenant will be notified no later than the 1 of July in any year. The tenant then has the option of terminating the tenancy.

### 2 Plot Markers and Plot Borders

Plot markers must be displayed on the marker posts supplied by the Council and staked firmly in the left hand corner of the plot and must remain visible at all times.

The tenants shall keep the edge of plots trimmed up to the edge of the ridings so that grass cutting activities can be undertaken without damage to their crops.

### 3 Cultivation

The Tenant will keep the allotment garden clean and tidy and in a good state of cultivation and condition. Shall not cause nuisance by non-cultivation and neglect. Non-compliance with this will result in Tenant receiving a written warning, if after four weeks from the date of the written warning no improvement is found this will result in the Tenant/s eviction from the site.

The Tenant must start to cultivate the plot within a month of accepting the tenancy. The Tenant shall have 1/4 of the plot under cultivation within 3 months and at least 3/4 after 12 months and thereafter.

The Tenant shall not trespass onto occupied plots, cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any ridings/paths.

### 4 Prohibited Activities

The tenant shall not:

- i Use concrete, asbestos or carpet underlay on the allotment garden
- ii Attach hosepipes to the water points on the allotment or use hosepipes for irrigation of crops
- iii Drive on grass ridings when the ground is wet. If grass is damaged by such driving the Council will recover the cost of any repairs from tenants. (The ridings may only be used by vehicles for the delivery and collection of materials and produce)
- iv Park vehicles on the allotment site except in designated parking areas if available

- v Make use of chainsaws on the allotment site
- vi Erect any structures including fences, buildings, glass houses and poly tunnels without express permission from the Council in writing
- vii Sub-let allotment gardens

## **5 Safety**

The tenant is responsible for his/her own safety and shall take proper precautions when on the allotment field to maintain a safe environment for all tenants. Proper precautions shall be taken when using chemicals, insecticides or fertilisers to prevent contamination of the soil, water troughs, neighbouring crops or the environment.

The tenant is responsible for the safety of his/her possessions. The Council shall have no liability for the loss or damage of items brought on to the site.

The tenant shall not bring any dog onto the allotment field unless it is on a lead and remains on that tenant's allotment garden only. All faeces shall be removed.

Bonfires are prohibited except on weekday afternoons from the hours of 16.30 onwards and some Saturday mornings during the year between 10 am and 12 noon (weather permitting). Dates will be provided by the Council and listed on the Notice Board. All fires must be supervised at all times by the tenant and fully extinguished before the tenant leaves the site.

The tenant must lock the main gate to the allotment field on entry and exit and keep the gate locked at all times including when working on their plot.

Parents and guardians must ensure that children remain on their plot and are accompanied by an adult at all times.

The tenant is responsible for the behaviour of all those people they invite onto their allotment garden throughout their visit.

The tenant shall ensure that no materials which could attract rats, mice or other vermin are left on the allotment plot or in the shed and shall notify the Council immediately if vermin are sighted.

## **6 Sub-letting and Tenancy Sharing**

Subletting and tenancy sharing is not permitted. If the tenant is incapable of cultivating due to illness, holiday or other reasons the tenant must notify the Council in writing. All other changes in circumstances must also be reported in writing to the Council.

**Failure to comply with these conditions and the conditions in the Tenancy Agreement will result in termination of your tenancy and notice to quit.**