

STEDHAM WITH IPING PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT

Allotments located at
Common View
Stedham
Known as the Allotment Gardens

1. THIS AGREEMENT MADE ON ___/___/_____ BETWEEN

Stedham with Iping Parish Council (the Council) **AND**

_____ (the Tenant) of:

Street Address: _____

Postcode: _____

Email Address: _____

2. AGREEMENT:

The Council agrees to let and the Tenant agrees to take on a yearly lease from 29th September 20____ Plot Number⁽¹⁾ _____ on the Council's Allotment Garden at Common View Stedham, West Sussex at a yearly rent of £_____ or with effect from 29th September in each year during the continuance of this Tenancy at such rent as decided by the Council and otherwise subject to the provisions of the remainder of this Tenancy Agreement. A supply of water is connected to the site and the cost of its use is included within the rent.

3. THE TENANT AGREES WITH THE COUNCIL:

- 3.1. To pay the rent referred to in Clause 2 by the 28th September in every year during the continuance of this Tenancy without any deduction.
- 3.2. Not to use the allotment or any part of it for any trade or business (The Allotment Act of 1922 forbids any trade or business being conducted anywhere on the allotment plots)
- 3.3. To keep the allotment free from all thistles, nettles and other noxious weeds covered under the Weed Act of 1959
- 3.4. To keep and maintain the allotment in a good state of cultivation free from litter and other offensive material and to make all proper arrangements for the disposal and removal thereof
- 3.5. To keep and maintain the allotment in a good state of cultivation free from excess green waste or composting material and to make all proper arrangements for the disposal and removal thereof
- 3.6. Not to erect or display on the land any advertisement boards, hoardings or other signs
- 3.7. Not to store or bring onto the allotment any article, substance or liquid of a contaminating, combustible, inflammable or explosive nature.
- 3.8. Not to erect or place any structures on the allotment other than a greenhouse
- 3.9. Not to use poly tunnels on the allotment
- 3.10. Not to light fires on the allotment
- 3.11. Not to play any wireless or musical instrument on the allotment or cause nuisance, disturbance, annoyance or inconvenience to any other allotment holder or to the adjoining households.
- 3.12. Not to assign, hold on trust, underlet, part with or share occupation of any part of the allotment
- 3.13. Not to plant any trees, shrubs, fruit bushes or crops which take more than 12months to mature
- 3.14. To ensure that any dog brought onto the allotment is securely held on a leash
- 3.15. To ensure that hens or rabbits, kept for non-business purposes only, do not cause a nuisance or health risk. Cockerels are not permitted on the allotment

⁽¹⁾ – See plan of Allotments at end of Agreement

4. PERMITTED USE:

The Tenant agrees to use the allotment for the Permitted Use only and not for any trade or business for commercial gain. Permitted Use allows cultivation of fruit, vegetables, plants and flowers for personal consumption or benefit. The only exception allows the Tenant to sell any excess produce on condition that any monies raised are for the general benefit of either the allotment holders as a group or a charity selected by the allotment holders.

5. THE COUNCIL AGREES:

Subject to the Tenant observing and performing all conditions and obligations contained in this agreement that the Tenant may peaceably use and enjoy the allotment without any interruption by the Council or by any person claiming to act for the Council

6. NOTICE:

6.1. This Tenancy shall end on the earlier of:

- The death of the Tenant

or

- By either party to this agreement serving on the other written notice to quit of not less than 12 months

And such ending shall be without prejudice to the liability of either party for any prior breaches of this agreement.

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk to the Council and may be served on the Tenant either personally, by emailing or by posting to the Tenant

7. RE-ENTRY OR FORFEITURE:

The Council may re-enter the allotment at any time after any of the following occurs:

- 7.1. Any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not
- 7.2. Any breach of any condition or tenant covenant as contained in this agreement

And such ending shall be without prejudice to the liability of either party for any prior breaches of this agreement or give rise to a claim for any crops, plants or structures that may remain on the allotment

Signed: _____ Date: _____

By the Clerk on behalf of Stedham with Iping Parish Council

Signed: _____ Date: _____

By the Tenant

Allotment Plan

Stedham Allotments - Common View

| | | | | |
|----|---|------|----|-----|
| 5A | 5 | Gate | 6 | 6A |
| 4A | 4 | | 7 | 7A |
| 3 | | | 8 | |
| 2A | 2 | | 9 | 9A |
| 1A | 1 | | 10 | 10A |

COMMON VIEW