

# MELTON CONSTABLE PARISH COUNCIL

## Allotment Letting Agreement 2018

**An Agreement** made this 1st day of October in the year 2018 between the Melton Constable Parish Council (hereinafter called 'the Council') of the one part, and.....of

..... (hereinafter called the 'Tenant') of the other part,

WHEREBY the said Council agrees to let and the said tenant agrees to hire the Allotment or Allotments No(s) ..... in the Register of Allotments provided for the Parish of Melton Constable and containing ... rods or thereabouts at an annual rent of £..... or £1.20 per rod or part thereof.

The Council reserves the right to vary the annual rent from time to time as it considers necessary subject to 30 days' notice being given to tenants.

**The tenancy is subject to the Allotment Rules made by the Council which are as follows: -**

### 1. Eligibility

- (a) Applications for allotments will only be considered from persons who reside within the Council's designated area which currently comprises: -
  - (i) The formal Parish of Melton Constable.
  - (ii) The North side of Fakenham Road from the eastern Parish boundary to the junction with Meadow Lane.
  - (iii) Meadow Lane.
  - (iv) Other villages bordering Melton Constable subject to the discretion of the Council
- (b) Should an existing tenant move outside of the above designated area, then clause 3 (d) shall apply in all cases *except* if he / she moves to one of the areas below, in which case the tenant shall be entitled to retain the allotment: -
  - (i) Any part of Fakenham Road from the eastern Parish boundary to the western boundary of the Astley Primary School.
  - (ii) Hillside.
  - (iii) The Plantation Hill Estate.

### 2. Payment of rent

- (a) The rent shall be paid annually in advance on or about the 11th day of October.
- (b) All new tenants will pay at the start of the tenancy a deposit of £15. This will be refundable on vacating the plot should the plot be left in a good condition to re-let.
- (c) This latter amount will be forfeit and used by the Council to tidy the plot should the new tenant fail to cultivate it in accordance with rule 3 and the Council is obliged to repossess the plot under rule 3c)

### 3. Termination of this Agreement: -

- a) After twelve (12) months' notice in writing by the Council, or by one (1) months notice in writing by the Tenant. (Refund of any rent prepaid will be at the sole discretion of the Council).
- b) On the day after the death of the Tenant. (The circumstances of the deceased Tenant's household may be taken into consideration by the Council should retention of the Tenancy be desired by the family.)
- c) By the Council's re-possession after one (1) month's notice: -
  - i. If the rent be in arrears for not less than forty (40) days after the due date, or
  - ii. If the Tenant does not observe the Conditions of the Tenancy, or
  - iii. If any vehicle is parked on the Allotment other than inside a garage.
- d) If the tenant shall move his / her main residence outside the qualifying area designated by the Council. The tenant shall be given 3 months from the date of moving residence to remove all crops and property from the plot after which time the Council will take possession of the plot and any crops and property left thereon.

**4. Conditions of Tenancy: -**

**During the tenancy the tenant shall comply with the following: -**

- 1) The whole of the cultivatable area of the Allotment shall be cultivated in a proper and husbandry like manner at all times.
- 2) Should the tenant decide to keep hens or bees on their plot, they will follow the Council's Animals on Allotments Policy (provided).
- 3) If advice is required regarding vermin control the tenant should seek professional guidance and then steps taken to eradicate the problem.
- 4) Rubbish such as scrap metal, tyres, plastic or rubble etc., must not be allowed to accumulate and should be removed as soon as possible by the tenant.
- 5) Nothing other than dry green waste can be burnt on the site.
- 6) The tenant shall have due regard for the wind direction when lighting any fire so as not to allow smoke to blow in the direction of any houses.
- 7) The Tenant shall not sublet, assign or part with the possession of the Allotment or any part thereof without the written consent of the Council.
- 8) Tenants, or members of their household shall cultivate the allotment themselves.
- 9) The Tenant shall keep every hedge and/or fence that forms part of the boundary of the designated Allotment properly cut, trimmed or maintained and comply with health and safety regulations as they apply at the time.
- 10) No unaccompanied children other than those of the Tenant will be allowed on the allotment or Allotment pathways.
- 11) Dogs MUST NOT be taken onto the Allotments, except on a lead.
- 12) No Firearms, Shotguns, Air guns or similar weapons will be allowed on the Allotments.
- 13) No garage may be constructed on any plot without the prior written consent of the Council. In addition, no other building of a floor area greater than 150 square feet or higher than 8 feet shall be erected without the prior written permission of the Council.
- 14) Any and all vacated plots shall be left in a condition acceptable to the Council or the cost of putting the plot/s into such condition will be charged to the vacating tenant.
- 15) The tenant agrees not to introduce asbestos or any article containing asbestos on to the site. Any future asbestos introduced to the site will have to be removed at the tenant's expense.
- 16) Any Member or Officer of the Council shall be entitled at any time, when directed by the Council, to inspect the Allotment.



Clerk to the Council

..... Tenant