

PIDDINGTON & WHEELER END PARISH COUNCIL

Allotment Tenancy Agreement and Rules as from 1st April 2011

Yearly tenancy. Plot of varying sizes at a nominal rent of £5 per annum, to be reviewed annually. Numbered in register with name and address.

Running from 1st October each year, 1st payment due at beginning of tenancy.

Termination of tenancy: - 12 month notice by either party unless tenants have failed to cultivate their plot for one season when they will be given notice to quit unless there are mitigating circumstances.

As from this date applications for the waiting list and tenants shall reside in Piddington or Wheeler End Parish only (unless there are no local people on the waiting list)

The tenant shall during tenancy carry out the following obligations:

- a) Allotments shall be kept in a clean, decent and good condition kept trimmed of weeds and properly cultivated.
- b) No nuisance or annoyance shall be caused by the tenant to any other part of the allotment site.
- c) No livestock of any kind to be kept on allotment site.
- d) Any dog must be kept on lead whilst with tenant on allotment site.
- e) The tenant shall not assign the tenancy or sub let any part of their allotment without written consent of Parish Council or Management Committee.
- f) The tenant may, with permission, erect one shed, maximum size 8ft x 6ft, for keeping tools and personal equipment (strictly at owners risk); Water butts and compost bins must be environmentally sympathetic and black, brown or green in colour. When existing baths and containers need upgrading they should be replaced using these guidelines.
- g) The tenant shall maintain in decent order all boundaries, including paths and hedges. Paths must be kept mown and no barbed wire or fences can be erected.
- h) The tenant must not lop or fell any tree growing within his allotment without first gaining permission from Parish Council or Management Committee.
- i) The tenant shall cultivate fruit, vegetables and flowers only for use by himself or family.
- j) The tenant shall permit inspection at any reasonable time by an officer of the Parish Council or Management Committee.
- k) The tenant shall not obstruct any paths set out for use of tenants of allotments.
- l) The tenant shall not, on termination of tenancy be entitled to any compensation whatsoever, including compensation for loss of plants, equipment or for any improvement made by you to the allotment plot by yourself.
- m) The Parish Council shall not be liable for any accident occurring within an individual site nor be held responsible for any loss or damage of tools or equipment within that site.
- n) You may remove any plant planted by yourself before the termination of the tenancy but you must level the surface of the land and restore to a proper state and condition and make good any damage caused by removal.
- o) Bonfires. Only small bonfires allowed within specified times and never to cause nuisance to adjoining allotments or properties and only to destroy diseased refuse from the allotment site. Under no circumstance may rubbish from other sources be brought onto the site to be burnt.

If existing tenants choose not to pay annual rent or agree to allotment rules they waive their rights to be involved in any decision-making process.

Your £5 rental and adherence to the rules and regulations will give you the opportunity to be involved in any decision making.

The Parish Council or Management Committee have the right, from time to time, to alter or review these rules and regulations subject to the tenant being sent 28 days prior notice to their last known address.

**PLEASE REPLY TO: Clerk to the Parish Council, Mrs. Sharon L. Henson,
18, Portway Drive, West Wycombe, Buckinghamshire HP12 4AU
Telephone: 01494 – 448048 Email: clerk@piddingtonandwheelerend.org.uk**