



## GELDESTON PARISH COUNCIL

Allotments at Station Road Playing field

### Conditions of letting

It is the Council's intention that the allotments shall be used as a place for safe, harmonious and quiet enjoyment of tenants and all concerned. Rents from the allotments will be used to offset the Council's expenses in maintaining and administering the site.

This agreement sets out the terms by which the Parish Council lets, and the plot holder rents an allotment on the Station Road playing field. This agreement is subject to annual review and any proposed changes (including changes to the rent due on 1<sup>st</sup> October) will be notified to tenants by 1<sup>st</sup> September each year.

In consideration of Geldeston Parish Council granting the use of the plot, plot holders agree as follows:

#### ADMINISTRATION

1. To pay the rent and any water charges<sup>1</sup> due by 1st October each year and to pay all outgoing that arise as a result of use of the plot or any part thereof. (An appropriate proportion of the rent is payable for any part of the year during which the tenancy may exist.)
2. To observe all rules and regulations relating to allotment gardens or plots that have been, or may at any time in future be, made by the Council and of which the plot holder shall have been notified.
3. To permit any member, officer or agent of the Council during reasonable hours to enter and inspect the plot.
4. Not to assign under-let or part with possession of the plot or any part thereof, and to ensure that the plot is cultivated only by the plot holder or any other person for whom the Council's prior permission has been granted.
5. To inform the Council's representative of periods when the plot is being cultivated temporarily by another person owing to the plot holder's absence on holiday or sickness.
6. To use the plot only and wholly for cultivation.
7. To avoid causing any nuisance or annoyance to the tenants of any other allotment.

#### PLOT MAINTENANCE AND CULTIVATION

8. To maintain the plot at all times within its prescribed boundaries and not to extend the area of the plot beyond those boundaries by either acts or omissions.
9. To keep the entire plot clean and properly cultivated and fertile ensuring that the plot is kept free of weeds and that the plot and the crops are kept as far as possible free of pests and disease.
10. Only to use pesticides, herbicides and other chemicals that are lawful and only to store fuel legally.

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<sup>1</sup> Water charges will be levied annually based on meter readings after any use of water for other purposes has been deducted. Charges will be split equally between all plot holders.

11. To ensure that any chemicals do not spread to neighbouring plots or the rest of the playing field.
12. To restrict any trees planted and fruit trees that should be of the cordon/espalier/ step-over type and not to grow them over 2 metres (6 feet 6 inches) in height.
13. To keep the common pathways adjacent to the plot in good condition.

#### HEALTH AND SAFETY

14. To report any accident that occurred on the allotment site and that resulted in personal injury to the Council as soon as possible.
15. To keep the edges of the plot in good condition and properly edged and to ensure that the soil levels on the plot adjacent to the common pathways are kept to within 75mm (3 inches) of the adjacent path's surface, to reduce the risk of falling or slipping.
16. To keep all plants from developing such that they overhang or spread to, or obstruct the adjacent plots or common pathways/roads.
17. To use any pegs, stakes or similar items in such ways that they do not overhang or obstruct adjacent plots and adjacent common pathways.
18. Not to use barbed wire or similar for any fence.
19. To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and to ensure that tools and other equipment are used carefully and with due regard to the safety of others.
20. Not to damage, by acts or omissions, nor allow others so to damage any trees, hedges, fences, gates, signs, water tanks, taps or other fixtures and equipment set on and around the site being the property of the Council and in the case of fences and gates also those which are the property of neighbours to the site.
21. Not to deposit nor allow others to deposit upon neither the plot nor any part of the site any earth, road sweepings, refuse or other materials, excepting only compost in quantities such as may reasonably be required for immediate use in cultivation.
22. To take full responsibility for the conduct and safety of anyone visiting the site on behalf of the plot holder.
23. To keep any dogs brought onto the site by the plot holder under control. Any dog waste must be removed and disposed of appropriately.
24. To clear away from the plot and the site all rubbish and other waste generated by the plot holder. Material suitable for composting should be contained in appropriate bins.
25. Fires are only permitted if they are supervised at all times, extinguished fully and do not cause any nuisance or damage.

#### USE OF VEHICLES AND PARKING

26. To access the plot on foot or by bicycle whenever possible.
27. Only to park on the playing field in approved areas or on Station Road in designated bays (if any).
28. To drive slowly and carefully on the playing field, to keep to designated vehicle tracks and to respect any barriers to vehicle access. .

#### SECURITY

29. To ensure that tools and other personal equipment are kept safe and secure when not in use.
30. To report any loss or damage to property to the Council and relevant authorities.
31. To close and if appropriate lock any gates on entry and exit.

#### ANIMALS AND BIRDS

32. Not to keeping any animals, birds and reptiles on the plot.

#### ENVIRONMENT AND WILDLIFE

33. To respect the use of the playing field by wildlife.
34. Only to deter wildlife from entering the plot using reasonable means and wherever possible without harm to any mammals or birds.
35. To ensure that any materials used or kept on the site do not encourage vermin.
36. To use water economically and only for cultivation.
37. Not to use water hoses (or similar) for watering plots.
38. Not to leave water taps unattended when in use.

#### BREACHES OF RULES

39. The right of the Council to ensure that the rules set out in this Agreement are observed and to report to the Parish Council any breaches of the rules by any plot holder.
40. That any infringement of the above rules may lead to the issue of a warning. Should a second warning prove necessary this will result in termination of the tenancy agreement.

#### TERMINATION OF THIS AGREEMENT

41. The tenant may terminate the agreement by giving 2 months' notice in writing before the renewal date of 1<sup>st</sup> October i.e. by 1<sup>st</sup> August.
42. The Council may terminate this agreement at any time on giving eight weeks written notice to the tenant in which event the landlord will repay any rent paid by the tenant for any period after the landlord resumes possession after offsetting any liabilities of the tenant to the landlord arising from this agreement.
43. The plot holder shall on termination of the tenancy be entitled to compensation only in the event and to the extent prescribed by section 2, sub-sections 2 and 3, of the Allotments Act 1922, as amended by the Allotments Act 1950 but not further or otherwise.
44. The Council shall on termination of the tenancy be entitled to recover compensation from the plot holder by virtue of section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the plot holder to maintain the land clean and in a good state of cultivation and fertility.

#### COUNCIL'S RESPONSIBILITIES AND LIMIT OF LIABILITIES

45. The Council shall carry out a risk assessment for the use of the allotments, a copy of which will be available to each plot holder.
46. The risk assessment will be updated as necessary and reviewed annually.

47. The Council shall use reasonable endeavours to ensure that the playing field beyond the allotment area is kept to a reasonable standard and to mitigate any known hazards.
48. The Council shall use reasonable endeavours to make access to the plots available on 364 day per year.
49. The Council accepts no responsibility for the loss of or damage to any crops, property or items brought to the site by the plot holder however caused, nor does the Council accept any responsibility for any injury caused by other individuals or any items brought to the site by plot holders howsoever caused.
50. The allotments are managed by the GREEN Project, on behalf of Geldeston Parish Council

PLOT NUMBER:

Tenant's Name:

Tenant's address:

Tenant's Email Address:

Tenant's telephone number

Signature:

Date:

Signed on behalf of the Parish Council:

Position:

Date:

*Issued on behalf of Geldeston Parish Council by Tina Newby*

*19<sup>th</sup> September 2021*