

## **Langton Matravers Parish Council**

### **TENANCY AGREEMENT FOR ALLOTMENT GARDENS (FOR DOMESTIC CULTIVATION ONLY)**

THIS AGREEMENT made on the \_\_\_\_\_ between Langton Matravers Parish Council of the Parish Office 1a High Street Langton Matravers BH19 3EU (hereinafter called the Council) and \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called the Tenant) by which it is agreed that the Council shall let to the tenant for him/her to hold as tenant from year to year the allotment(s) numbered \_\_\_\_\_ in the Council's register of allotments at the yearly rent (inclusive of all charges) of \_\_\_\_\_ payable yearly on the first of January. If the tenant has not observed the conditions herein contained the Council reserves the right to terminate the tenancy.

The Tenancy is subject to the following conditions:

1. The Tenant, unless approved by the Council, shall reside within the Parishes of Langton Matravers, Worth Matravers, Corfe or Swanage during the continuance of the tenancy.
2. The yearly rent shall be payable in advance on the 1<sup>st</sup> day of January each year. Preferred payment is by bank transfer or cheque payable to Langton Matravers Parish Council.
3. The Tenant shall not underlet, assign or part with the possession of the allotment or any part of it.
4. The Tenant accepts that there is no vehicle access to the allotments through Garfield Lane or any right to park in Garfield Lane.
5. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922, (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and family) and for no other purpose, and keep it free of hazards, eg. broken glass or scrap metal etc. and reasonably free from weeds and noxious plants and otherwise maintain it in a proper state of cultivation. No household waste is to be deposited on compost heaps or in compostors.
6. The Tenant shall not obstruct or permit the obstruction of any of the paths or roads on the allotment set out for the use of the tenants of the allotments.
7. The Tenant is responsible for keeping any perimeter paths and hedges bordering their plot, the path on the east side of their plot and the adjoining part of the central path in proper order and properly trimmed and shall not cut down the size of these paths in any way.
8. The Tenant shall not erect a shed, greenhouse or any building on the allotment. A low tool box NOT exceeding 76cm (30 inches) in height will be permitted as will compostors of a height NOT exceeding 120 cm (48 inches).
9. Tenants can, if required, store their tools in the communal shed. Tools should be labelled with the tenant's name for ease of identification. Flammable liquids should be stored in the shed at all times, contents clearly labelled, in suitable containers.
10. No nuisance or annoyance shall be caused by the tenant to a tenant of any other part of the allotments or to any neighbouring residents.
11. The Tenant shall not use radios or play music on the allotments.

12. No bonfires, ponds or play equipment are allowed on the allotment.
13. No livestock or poultry of any kind shall be kept on the allotment.
14. Water is available from holding tanks. No hosepipes are permitted.
15. The water tanks are for the extraction of water only, they are not to be used for the cleaning of any equipment, produce or footwear etc.
16. No herbicides, pesticides or chemicals may be used on the allotments unless their use has been approved by the Council or the Landlord [National Trust], nor any materials which could cause pollution or contamination of plots, adjoining property, water supply or the environment generally.
17. Only dwarfing fruit or nut bearing trees, with a maximum height of 2 metres, may be planted on the allotment. No overhanging of paths or other plots will be allowed.
18. Any dog brought into the area of the allotments by the tenant or by anyone acting with their approval shall be kept on a lead at all times.
19. Only children accompanied and supervised by adults are permitted on the allotments. No ball games or other activities that could damage other tenants' crops or property are allowed.
20. All allotment tenancy holders are encouraged to become members of the Langton Matravers Allotment Association. Members will, with other benefits, automatically receive Product and Public Liability Insurance cover for both themselves and their helpers for their activities on the allotments. If tenant does not become a member they must arrange their own public liability cover.
21. Any member of the Council or its employees shall be entitled at any time to enter and inspect the allotment.
22. The Council reserves the right, in the interests of safety or the general appearance of the site, to order the removal of any offending structure or item that it deems inappropriate.
23. The rent payable and conditions are subject to an annual review by the Council in October of each year.
24. The Tenancy shall be determined on the 31<sup>st</sup> day of December after the death of the Tenant and the new tenant shall be determined by the Council.

Signature(s) ..... Tenant

Signature(s) .....Council Representative

Note (1): In the case of a joint tenancy agreement both tenants must be named and sign the agreement.

**This agreement should be read in conjunction with the LMPC Allotment Gardens Policy. The policy sets out procedures for allocation of plots, tenants' obligations and conditions of termination of the tenancy agreement, and signature of this agreement confirms acceptance of the terms of the LMPC Allotment Gardens Policy.**

The Clerk can be contacted at: [langtonmatravers@dorset-aptc.gov.uk](mailto:langtonmatravers@dorset-aptc.gov.uk)