

The Tenant hereby agrees to:

1. Pay the rent at the time and in the manner stated herein.

2. Keep the allotment plot **clean, free from weeds** and in a **good state of cultivation** being aware that

Representatives will inspect plots quarterly to identify uncultivated plots and plots that are used to store rubbish or other unrelated materials.

If the representative is unable to find good reason why the tenant has failed to keep their allotment clean and tidy or in a good state of cultivation he will request the Customer Liaison Officer to send a warning letter to the tenant.

(Note this will only happen if the tenant has rented the plot for over six months.)

If after four weeks no reply to the warning letter is received and or/no satisfactory improvement has taken place the tenant will be given a one months' notice to quit by the Council.

The tenant may appeal during the notice period.

A committee of four persons will be formed by the Regional Representatives to hear an appeal.

The appeal result will be final

If, during this time, in the opinion of the Council, the allotment plot appears to be uncultivated, the Council reserves the right to cut down all growth using the Council's own resources.

Definition of an 'Uncultivated' plot

'Uncultivated' means that a tenants plot is either fully or partially overgrown or unused, weed/grass growth is prevalent, insufficient or no planting is present or that no effort has been made to keep the plot clear and tidy.

In addition, uncultivated plots cause weed drift which affects other plots on an allotment site which is considered anti-social.

Conversely a cultivated plot is defined as either planted with crops, seeded or is fully prepared for planting or for seeds to be sown. With allotment demand at record levels tenants should ensure their plots are fully utilized and maintained.

3. It is the responsibility of the tenant to keep displayed in a prominent position the number of the plot.

4. Ensure that the allotment site gate/s are locked when the site is vacated.

5. Not cause any nuisance or annoyance to the occupier of any other allotment plot holder. Bad language or aggressive behaviour is not tolerated.
6. Not in any way obstruct or reduce the width of any path set out by the Council for the use of the occupiers of the allotment site.
7. Cut the grass on paths between plots and keep them free from weeds and accumulation of rubbish. Paths must be kept clear at all times.
8. Not bring onto the allotment site to store any item(s) other than for a horticulture use on the allotment.
9. Not to underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Council. (Note: The tenant shall not transfer the tenancy to another person without the Council's consent.)
10. Not to cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
11. Keep every hedge that forms part of the allotment plot properly cut and trimmed and keep all ditches properly cleansed.
12. Ensure that **no waste** or **any other material** is dumped within the allotment site or **placed against any fence, hedge or gate**.
13. Not, without the written consent of the Council, erect any building on the allotment garden, provided that the consent shall not be refused under this subparagraph to the erection of any building reasonably necessary for the purpose of keeping hens or rabbits. Tenants are permitted to erect a small shed or greenhouse **no larger than six feet long, six feet wide and 7 feet 6 inches high** without the need for written consent. Buildings in excess of six feet long, six feet wide and 7 feet 6 inches high are not normally permitted and an application must be made in writing to the Customer Liaison Officer for special consideration. Any Fruit Frames/cages erected should be proportionate, tidy, properly maintained and should not cast shade on adjoining allotments.
14. If permitted by the Council to erect a building on an allotment plot, the tenant shall adhere to the Council's Specification, unless written consent to the contrary is granted by the Council, and the tenant shall maintain it in good repair at all times. Any building so erected must be removed before the date upon which the tenancy is terminated.
15. The building or shed shall be more than **two feet** from any fence path or track.
16. **Do not** use barbed wire on the allotment site.
17. **Do not** enter upon, take or remove any plants or crops from any other allotment garden without the tenant's permission.
18. **Do not** interfere in any way with or connect a hose-pipe to the water supply. Hose-pipes are strictly prohibited.

19. Be sure that children are supervised, at all times, when on an allotment site. They must not go on any other tenants plot or use or play near any water trough.
20. Ensure that dog owners keep their dogs on a short lead and make sure that they do not damage other gardener's plots. Dog fouling laws and penalties, regarding the pick-up and disposal of dog muck apply on all allotment sites.
21. **Do not** plant any trees other than fruit trees and bushes. Fruit trees must be planted away from paths to ensure that they do not shade or allow roots to grow under neighbour's plots.
22. Assist any member or Officer of the Council and any Regional Representative to enter and inspect an allotment site.
23. As and when the tenant gives up the tenancy, the plot should be left in a **tidy condition and clear of any associated debris or rubbish.**

The tenancy hereby created shall continue, **for one year**, until determined in any of the following manners or events:

The death of the Tenant.

The Tenant not observing the conditions contained herein.

The Tenant giving to the Council not less than one week's notice in writing at any time.

For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision

For improvements to the site, containing the subject plot, when such improvements are agreed by Regional Representatives.

If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.

If the Tenant shall become bankrupt or compound with his creditors.

Any notice hereunder to be given by the Council may be served by the notice being left at or sent to the last known place of abode of the Tenant.

Any notice required to be given to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid letter to the Customer Liaison Officer for the time being of the Council.