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ASFORDBY PARISH COUNCIL TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS

For domestic cultivation only

This agreement has been made between Asfordby Parish Council and

Tenant name; _____

of address; _____

by which it is agreed that the following rules will be observed:

1. The Council agrees to let, and the Tenant agrees to hire, as a tenant from (date) **xxxxxxx** the Allotment number **xxxxx**, category **XXXX** as defined in the Council Allotment Register, and part of the Allotments provided by the Council at Hoby Road, Asfordby, with a current rent of **£xxxxx** per annum.
2. A refundable deposit of £25.00 must be paid on commencement of the tenancy. To be refunded once tenancy has ended, on the provision that the Allotment is left in a clean, tidy and workable state. Any shed present on the allotment must be empty and padlocks removed.
3. The Tenant shall pay a yearly rental on the commencement of the tenancy and thereafter no later than 31st January in each year.
4. The tenant shall use the Allotment only for the cultivation of fruit, vegetables and flowers for use and consumption by themselves and his/her family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment.
6. The tenant shall reside within the Parish of Asfordby, or in a neighbouring parish during the tenancy, unless rule 14 applies.

Asfordby parishioners will take priority on the allotment waiting list.

Fees for non Asfordby parishioners will be double the fee of parishioners.

The number of Allotment plots allocated to tenants from neighbouring parishes will be restricted to a maximum of 20% of the total number of plots.

7. The tenancy is subject to the rules endorsed on this agreement and to the following conditions;
 - a) The tenant shall keep the allotment free from weeds, well manured and otherwise maintain it in a proper state of cultivation;
 - b) The tenant shall not cause a nuisance or annoyance to the occupier of any other allotment or obstruct any path set out by the Council for the use of the

- occupiers of the allotments;
 - c) The tenant shall not underlet, assign or part with the possession of the allotment or any part of it;
 - d) The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees or take, sell, or carry away any mineral, gravel, sand or clay;
 - e) The tenant shall keep every hedge that forms part of the boundary of the allotment properly cut and trimmed (for those allotments that border adjacent houses, the allotment side only of the hedge shall be trimmed and the height of the hedge in this instance shall be decided and maintained by the householder). The tenant shall keep all ditches properly cleansed and maintained and keep in repair any other fences, gates, sheds or greenhouses on the allotment;
 - f) The tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment;
 - g) The tenant shall not, without the written consent of the Council, erect any building, shed or greenhouse on the allotment;
 - h) The tenant shall not take a dog on the allotment unless kept on a lead;
 - i) The tenant shall not use a hose pipe on the mains water supply taps;
 - j) Any Member or Officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the allotment;
 - k) The tenant shall not keep any animals or livestock of any kind on the allotment;
 - l) The tenant shall ensure that the allotment is suitably and clearly numbered and that each corner of the allotment is marked with a wooden post. Failure to comply with this requirement will result in the Council supplying numbers and marker posts to the allotment and invoicing the tenant for the full cost;
 - m) The tenant shall maintain the grass on any paths adjoining the allotment and shall keep the grass cut short so that all paths are clearly identifiable;
 - n) Motor vehicles are permitted access to the allotments solely for the purpose of loading and unloading. No parking of any motor vehicle is permitted within the allotments;
 - o) Bonfires may only be lit on the allotments when weather conditions and wind direction are such that no nuisance or danger will be caused to residents of nearby houses. It is the tenant's responsibility to continually monitor the situation and, if necessary, extinguish the bonfire. Bonfires must not be left unattended and must be completely extinguished by the tenant before leaving the allotment. Bonfires must be built at the end of the allotment furthest from adjacent houses to minimise inconvenience.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotments let by the Council.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotments.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
- a. the tenant breaches any rule in section 7.
 - b. the rent is in arrears for 40 days or;
 - c. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 6; or

- d. the tenant lives more than one mile outside the Parish of Asfordby.
12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with clause 11 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
14. An allotment holder who ceases to be eligible by means of residency, but continues to own a property within the boundaries will be permitted to continue as an allotment holder if they so wish. However, if an Asfordby resident wishes to become an allotment holder and there are no vacant plots, the former resident will be required to relinquish the plot by the end of the season. In the event of more than one allotment holder having 'former status', the individual who has held that status the longest will be the holder required to vacate.
15. The tenancy may be terminated by the tenant by serving on the Council not less than three months' written notice to quit.
16. On the termination of the tenancy, the tenant shall within four weeks remove any shed, greenhouse or other building or structure erected in the Allotment.
17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Parish Clerk.

Signed and agreed by tenant;

Signature; _____

Print Name; _____

Date; _____

Email Address; _____

Signed and agreed on behalf of Asfordby Parish Council;

Signature;

Print Name; _____

Date; _____

In signing this form, I consent to my details being held by Asfordby Parish Council for the terms of this tenancy agreement.

Reviewed October 2024
Reviewed December 2023
Reviewed August 2022
Reviewed March 2021