

The Tenant must cultivate the Allotment Garden wholly or mainly for the production of vegetable or fruit crops for consumption by himself or his family.

2.4 Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

2.5 Legal Obligations

The Tenant must at all times during the tenancy observe and comply fully with all enactment's, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment.

2.6 Alienation

The Tenant must not sub-let, assign or part with possession of the Allotment or any part of it without the written consent of the Council.

2.7 Waste

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

2.8 Boundary Structures

The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any fences and any gates on the Allotment and use his best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part or in adjoining land and any notice board which has been or may at any time during the tenancy be erected by the Council on the Allotment or the allotment field.

2.9 Buildings

The Tenant must not erect any building on the Allotment without the written consent of the Council, provided that consent may not be refused under this clause to the erection of any building reasonably necessary for keeping hens or rabbits.

2.10 Barbed Wire

The Tenant must not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.

2.11 Long-term Crops

The Tenant must not plant any trees or fruit bushes or any crops requiring more than twelve months to mature, without the written consent of the Council.

2.12 Refuse

The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field which the Allotment forms part or in adjoining land.

The Tenant must remove all waste generated from the allotment from the site. Bonfires are not permitted. **However, incinerators as approved by the Town Council may be used between the months of October and March each year. The Town Council reserves the right to cancel this permission at any time if the allotment owner contravenes the rules of use (text in red relates to the Beversbrook site only).**

2.13 Dogs

The Tenant must not bring any dog into the allotment field of which the Allotment forms part, or cause one to be brought in, unless the dog is held on a leash. The Town Council reserves to refuse admittance to any dog causing a nuisance.

2.14 Livestock

The Tenant must not keep any animals or livestock of any kind on the Allotment, except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12. The Town Council reserves the right refuse the keeping of hens or rabbits if there are concerns for their welfare.

2.15 Sprays

When using any sprays or fertilisers the Tenant must:

2.15.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and

2.15.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife other than vermin or pests, and

2.15.3 comply at all times with current regulations

2.16 Advertisements

The Tenant must not erect any notice or advertisement on the Allotment without written permission of the Town Council..

2.17 Admittance

The Tenant agrees that the Council shall have the right to refuse remittance to the Allotment to any person, other than the Tenant or a member of his family, unless accompanied by the Tenant or a member of his/her family.

2.18 Disputes

The Tenant agrees that any case of dispute between himself and any other occupier of an allotment garden in the allotment field shall be referred to the Council whose decision shall be final.

2.19 Change of Address

The Tenant agrees to inform the Council immediately of any change of his address.

2.20 Yielding Up

the Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

2.21 Inspection

The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.

2.22 Special Conditions

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 4 below.

3. Determination of the Tenancy

3.1 Determination on Death

This tenancy shall determine on the yearly/half-yearly/quarterly rent day next after the death of the Tenant.

3.2 Determination by Notice

This tenancy may be determined by either party given to the other twelve months previous notice in writing expiring on or before 6th April or on or after 29th September in any year.

3.3 Determination where Allotment Appropriated

This tenancy may be determined by re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the Allotment garden being required:

3.3.1 for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or

3.3.2 for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes

3.4 Determination by Re-entry on Default

This tenancy may be determined by re-entry by the Council at any time after giving one months previous notice in writing to the Tenant:

3.4.1 if the rent or any part of it is in arrears for not less than 40 days whether legal demanded or not;

3.4.2 if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least three months have elapsed since the commencement of the tenancy; or

3.4.3 if the Tenant becomes bankrupt or compounds with his creditors.

4. Notices

4.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

4.2 Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Town Clerk.

AS WITNESS the hands of the parties the day and year first before mentioned

SIGNED for and on
behalf of the Council

in the presence of:

SIGNED by the Tenant

In the presence of:
