

WARBOYS PARISH COUNCIL

HALLGATE ALLOTMENTS, FENTON ROAD, WARBOYS

AGREEMENT AND TERMS AND CONDITIONS OF TENANCY

GENERAL

1. Allotment tenancies normally will be granted only to persons resident in the Parish of Warboys. In the event of a tenant moving out of the Parish, he may be required to relinquish his tenancy.
2. Save in exceptional circumstances, no person will be allowed to rent more than two allotment plots
3. The tenancy shall be only for the cultivation wholly or mainly of vegetable, fruit or agricultural crops.
4. One month's notice may be given to any tenant who, after the expiration of three months from the commencement of the tenancy, fails to observe the conditions affecting the proper cultivation and maintenance of the allotment plot and surrounding area.
5. A tenant may terminate his allotment tenancy by so notifying the Parish Clerk in writing, such notice to take immediate effect subject to paragraphs 4 and 9 of these conditions).
6. An allotment tenancy shall be for a period of twelve months. Rent is due on the 1st of October in each year and shall be paid by the tenant to the Parish Clerk as soon as possible thereafter.
7. No items, whether of rubbish or otherwise, shall be placed in or at the bottom of any hedge or fence. No items shall be placed on any allotment plot which may prevent the Council from carrying out any repair or maintenance works. Any such items, whether of rubbish or otherwise, which may be left in contravention of this paragraph may be subject to removal by the Council without recompense.
8. No fences, gates or other means of access to any allotment plot shall be created without the written consent of the Council.

9. **Any tenant who fails to comply with all or any of these conditions may be subject to the termination of his tenancy by notice to quit.**
10. Any notice to be served on any tenant shall be given by posting or delivering it to his last notified address to the Parish Clerk. (Tenants are advised to notify the Clerk of any change of address.)
11. The Council reserve the right to refuse any applications for allotment plots should they think it is necessary to do so;
 - a) Any tenants that have been evicted from Hallgate Allotments will not be eligible to rent another allotment at Hallgate Allotments within 24 month of date of eviction.

TENANT'S RESPONSIBILITIES

12. It is the responsibility of each allotment tenant to:-
 - (a) Keep the allotment clean and in a good state of cultivation and fertility, free from noxious weeds and in accordance with the accepted rules of good husbandry;
 - (b) Not cause any nuisance or annoyance to the tenant of any other allotment, or obstruct any path or access set out for the use of allotment tenants;
 - (c) Not sublet, assign or part with the possession of the allotment plot without the prior written consent of the Council;
 - (d) Keep every hedge that forms part of or is adjacent to the allotment plot properly cut and trimmed (in conjunction with paragraph 12(a) below);
 - (e) Not erect any building on the allotment plot without the prior written consent of the Council;
 - (f) Not use barbed wire (in any form) on any fence adjoining any path set out for the use of allotment plot holders or on any boundary with any public footpath or highway;
 - (g) Not keep animals (which includes bees and chickens) on the allotment plot without the prior written consent of the Council;
 - (h) Not garage or keep any motor vehicle, trailer or caravan on an allotment plot or on any path thereof;
 - (i) Not in any way plant, cultivate or harvest any matter which it is illegal so to plant, cultivate or harvest;
 - (j) Be responsible for the proper care and maintenance but not the cultivation of any path adjoining his or her allotment plot to the middle of that path, or where there is no plot opposite the path, the whole path where it adjoins his or her plot;

- (k) Not use in any form and by any means any chemical or compound which may cause long term or permanent damage to the soil of any plot and not in any circumstances which may cause damage to the soil or produce on any other allotment plot for however short a time;
- (l) Keep the gate to the allotment site from Fenton Road in a closed position when not in use for entry or exit by allotment holders.

COUNCIL’S RESPONSIBILITIES

- 13. Warboys Parish Council shall be responsible for:-
 - (a) The maintenance and repair of hedges and fences bordering the allotment site including those gates and accesses properly existing at 1st January 1997 (subject to paragraph 11(d) above);
 - (b) The installation and maintenance of a proper water supply to the allotment site, although no responsibility will be accepted by the Council for the cessation of such a supply for reasons of leakage by accidental damage or other means or upon the order of any authorised water undertaking;
 - (c) For the maintenance of the main access paths sufficient for the purpose of infrequent passage for vehicles for the collection/delivery to allotment plots **but not for parking;**
 - (d) To demand of each allotment tenant on or about 1st October in each year, by the posting of a notice at the entrance to the site or such other means as in the Council’s opinion may be appropriate, the amount of money due in respect of rent for each tenancy.
- 14. **It should be especially noted** that the Council accepts no responsibility for the loss or damage to any item (which includes any cultivated matter) on any allotment plot unless by any proven negligent action by the Council or any of its employees.
- 15. The Council reserves the right for any of its officers, servants or agents to enter onto any allotment for the purposes of inspecting the state of cultivation of any plot, determining the compliance with any of these conditions, or for any other purpose statutorily so authorised.
- 16. Tenants have 1 month to appeal against served eviction notices from the date of issue. Appeals will be considered by the Allotments Committee at their earliest convenience as per the appeals process.

These terms and conditions were approved at a meeting of the Allotments Committee of Warboys Parish Council held on 18th March 2024.

I hereby agree to the above terms and conditions of tenancy for the occupation of the following plot(s) at the Hallgate Allotments, Fenton Road, Warboys:

Plot No(s)

Signed

Name in block capitals

Address

Email Adress

Witnessed by

**E Coverdale,
Assistant Clerk to Warboys Parish Council, 50 Station Road, Warboys. Huntingdon.
Cambs. PE28 2TH**

Dated