

BRIGG TOWN COUNCIL
WOODBINE PARK ALLOTMENT TENANCY AGREEMENT
SEPTEMBER - AUGUST

AGREEMENT dated the _____ between **BRIGG TOWN COUNCIL, S04, The Angel, Market Place, Brigg, North Lincolnshire DN20 8LD (The Council)** and **(The Tenant)**

1.0 The Council agrees to let, and the tenant agrees to take the allotment garden No. _____ in the register of allotment gardens kept by the Council ('The Allotment '). on a yearly tenancy from 1st September at the yearly rent of £ _____ (the rent).

2.0 The Tenant Agrees:

2.1 To pay the rent reserved yearly in advance without deduction otherwise than allowed by statute.

2.2 To use the Allotment as an allotment garden only and for no other purpose. (IE NOT FOR SALE)

2.3 To keep the Allotment clean, free from weeds and otherwise to maintain it in a good state of cultivation and fertility and condition and to keep any pathway or track included in or abutting on the allotment (or in the case of any pathway or track abutting on the allotment, and any other allotment garden or gardens, the half width of it), reasonably free from weeds.

2.4 Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any pathway or track set out by the Council for the use of the occupiers of the allotment garden.

2.5 At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local parochial or other byelaws, orders or regulations affecting the Allotment.

2.6 Not to sublet, assign or part with the possession of the Allotment or any part of it.

2.7 Not to cut or prime any timber or other trees, or take, sell or carry away any mineral gravel, sand, earth or clay.

2.8 To 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 gate on the Allotment and use his/her best endeavours, to protect any other hedges fences or gates in the allotment field of which the Allotment forms part and 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 on the allotment field.

2.9 Not to erect any building on the allotment without the prior written consent of the

Council.

- 2.9.1 To maintain the shed provided with the allotment to a standard acceptable to the Council. The padlock and keys will be supplied with the shed and will remain the property of Brigg Town Council
- 2.9.2 Not to plant any trees or fruit bushes or any crops requiring more than 12 months to mature.
- 2.10 Not to use barbed wire for a fence adjoining any path set out by the Council for the occupiers of the allotment gardens.
- 2.12 Not to deposit or allow any other person to deposit on the allotment dung, 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 of which the allotment forms part or in adjacent land.
 - 2.12.1 Not to remove or move soil that would reduce the soil to less than 600mm
 - 2.12.2 The ground should not be dug below 600mm on any of the plots.
 - 2.12.3 Not to add any additional soil that has not been tested to comply with standards acceptable for allotments.
 - 2.12.4 Not to light any bonfires/BBQ's
- 2.13 Not to bring any animal, livestock or bird on to the allotment.
- 2.14 Not to bring any motorised vehicle onto the allotment garden.
- 2.15 When using any sprays or fertilisers, to take all reasonable care to ensure adjacent hedges, trees and crops are not adversely affected, and to make good or re-plant as necessary should any damage occur.
 - 2.16.1 So far as possible, to 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 and to wildlife, other than vermin or pests, and comply at all times with current regulations.
 - 2.16.2 To abide by, and comply with, the following pest control measures.
 - 2.16.4 To only compost raw vegetation.
 - 2.16.5 To remove any cooked foods from the site when leaving, and not to dispose of cooked food in any compost bin.
 - 2.16.6 Not to lay poison, nor employ any other means to combat rat infestation.
 - 2.16.7 Not to tamper or interfere in any way with the bait boxes installed on the site, and to notify the Town Council if anyone is seen doing the same.

- 2.16.8 To inform the Town Council immediately if vermin (or evidence of the same) is sighted within the environs of the site.
- 2.17 Not to erect any notice or advertisement on the Allotment.
- 2.18 That the Council shall have the right to refuse admittance to the Allotment of any person other than the tenant or member of his/ her family, unless accompanied by the Tenant or a member of his/ her family.
- 2.19 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.
- 2.20 To inform the Council immediately of any change of address.
- 2.21 To yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the stipulations contained in this agreement.
- 2.22 That any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.
- 2.23 To observe and perform any special conditions the Council considers necessary to maintain security and good order or to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 4 below.
- 3.1 The tenancy shall determine on the yearly rent day next after the death of the Tenant, unless otherwise agreed with the next of kin.
- 3.1.1 The key(s) to the allotment garden provided upon receipt of the signed tenancy agreement remain the property of the Council and may not be copied or passed to any other parties.
- 3.2 The Tenancy may be determined by either party giving to the other twelve months previous notice in writing expiring on or before 31st August in any year.
- 3.3 The Tenancy may be determined by re-entry by the Council at any time after giving three month notice in writing to the Tenant on account of the allotment garden being required: -
- for any purpose, other than use for agriculture, for which it has been approved under any statutory provision,
- or
- for building, mining or other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- 3.4 The Tenancy may be determined by re- entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not.
- or

- 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 3 months have elapsed since the commencement of the tenancy,
- or
- If the Tenant becomes bankrupt or compounds with his creditors.

4.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk to the Council and may be served on the Tenant either personally, or by leaving it at his/her 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 to the Council shall be delivered in person to the Brigg Town Council, or by registered letter or letter sent by recorded delivery service addressed to the Clerk to the Council.

Signed.....
Kerry McGrath
Clerk to Brigg Town Council

Signed.....
(The Tenant)