

## MULBARTON PARISH COUNCIL

### ALLOTMENT AGREEMENT

**Allotment site:** The Meadows/The Swamp/Long Lane

**Plot number:**

**Tenant name:**

This Agreement explains the rules that you and we (Mulbarton Parish Council) must obey when you rent an allotment. **Do not sign for this Agreement unless you understand and agree to be bound by these rules.**

1. You must tell us as soon as possible of any change in your address.
2. You must be at least 18 years old to be eligible for the tenancy of an allotment.
3. You must pay the annual rent in May each year for the period covering 1<sup>st</sup> May to 30<sup>th</sup> April. The rent is £65.00 per annum or part thereof for a full plot and £32.50 per annum or part thereof for a half plot; this includes use of common/shared water supply from the troughs on site. This rent is subject to review and we will give you 6 months' notice of any increase.
4. You must use your allotment for the purposes of an allotment garden only. It must be wholly or mainly used for the production of vegetables or fruit for consumption by yourself or your family. You must keep it free from weeds and maintain every part of it in a good condition.
5. You must not use your allotment for the storage of any vehicles or goods, or for the storage of any crops which are not grown on your allotment.
6. You must not cause any nuisance or annoyance to other allotment holders or anyone living in the area surrounding your allotment.
7. You must keep all paths clean and tidy and not obstruct access for other allotment users.
8. You may not fly tip or dump rubbish or waste on your allotment or any other part of the allotment site or any adjacent property.
9. You must not underlet, assign or part with the possession of the allotment or any part of it. This means that you cannot hand over your allotment to anyone except us.
10. You must not, without our written consent, cut down any trees on your allotment. You must not sell or take away from your allotment any soil, gravel, sand or stones.
11. You must allow us at any time to enter and look at your allotment. You must allow us to enter at any time any building on your allotment. We may carry out such repairs and maintenance of both your allotment and any building on your allotment as we consider necessary. You must pay us the cost of this repair and maintenance if we ask you to.
12. Anything we build or erect on your allotment is our property and we may take it away from your allotment after we have given you one month's written notice that we will do so. We are not under any obligation to renew anything we take away.
13. You must not build or put up any building or other structure on your allotment without our written permission, all requests will be considered on an individual basis. If we give you permission, you

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must follow the rules relating to buildings, as defined in schedule 1 and 2 below. All buildings or other structures on your allotment must be kept in what we consider is a good condition and must be removed by you if we ask you to.

14. You can keep hens (but not cockerels) and rabbits for non-business purposes on your allotment, provided that they are not being kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Refer to section 6 re nuisance and section 13 re structures.
15. All dogs must be kept on a lead when on allotment land including allotment paths and other allotments.
16. You must not use barbed wire for a fence which borders any path or public highway.
17. You must not burn anything on your allotment except for garden waste from your allotment which cannot be composted. You must not cause any nuisance or annoyance to other allotment holders or anyone living in the area surrounding your allotment in doing so.
18. You must not use a sprinkler water system or use excessive water when watering your allotment.
19. We may end your tenancy of your allotment by giving you 12 months notice to quit. This notice must end on any day on or before 6<sup>th</sup> April or any day on or after 29<sup>th</sup> September in any year. You may end your tenancy by giving us one month's written notice of the date you will hand back the tenancy.
20. We may end your tenancy if your rent is in arrears for more than 40 days or if you do not live within the area of Mulbarton or within one mile of that boundary, or you are bankrupt or have compounded with your creditors. Your tenancy may be ended by us re-entering your allotment after giving you not less than one month's notice in writing in these cases.
21. We may require your allotment for the purpose, (not being the use of the land for agriculture), for which the land was acquired by us or appropriated by us under any statutory provision. If so we can re-enter your allotment, so long as we have given you 3 months written notice of the intended re-entry.
22. We may re-enter your allotment after three months prior notice in writing to you if your allotment land is required for building, mining or any other industrial purposes or for the placement of roads or sewers necessary in connection with any building, mining or other industrial purpose.
23. You must give us back the allotment at the end of your tenancy in good condition. We may recover from you compensation if there has been any deterioration of your allotment caused, in our opinion, by your failure to fulfil this Agreement.
24. We may give you any written notice under this Agreement by delivering it to you personally or by posting it to your last known address, or by leaving it on your allotment. You may give us any such notice by delivering or posting it to the Chairman of the Mulbarton Parish Council, The Common, Mulbarton NR14 8AE.
25. If you breach any of these rules we can bring your tenancy to an end. We may re-enter your allotment and end your tenancy. We may still recover money from you if you have incurred any liability under this Agreement, even after the ending of your tenancy.
26. In this Agreement the following words have meanings as follows:-
  - (1) "allotment" and "allotment garden" mean an allotment garden as defined by the Allotments Act 1922.

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- (2) "you" means the person named in this agreement executing this agreement with the Mulbarton Parish Council granting you the tenancy of an allotment subject to these conditions.
- (3) "we" or "us" means "Mulbarton Parish Council"
- (4) "rules" means the terms and conditions of your tenancy

27. All allotments are provided by Mulbarton Parish Council under the provisions of the Small Holdings and Allotments Act 1908 and 1926 and the Allotments Acts of 1922, 1925 and 1950.

28. If we re-enter your allotment your tenancy will end, in legal terms the tenancy will cease and determine.

### SCHEDULE 1

#### SIZE AND TYPE OF BUILDING PERMITTED ON ALLOTMENTS

##### Maximum Dimensions of Structures

| Length      | Width       | Height (Eaves)    | Height (Ridge)    |
|-------------|-------------|-------------------|-------------------|
| 8ft (2.43m) | 6ft (1.82m) | 6ft 6 ins (1.98m) | 8ft 6 ins (2.59m) |

### SCHEDULE 2

1. **No building may be erected, nor existing building altered, until an application accompanied by a sketch drawing, dimensions and specifications of the proposed building or alterations has been made to the Chair of the Parish Council, and written approval received.**
2. All buildings must be sectional and constructed of either new or perfectly sound second-hand material.
3. Bases, if constructed, should be of sleepers, precast paving slabs or loose bedded brickwork.
4. The use of corrugated iron, sheet metal, hardboard and floated concrete in bases or floors is prohibited.
5. No brick buildings are allowed.
6. Any building erected and found upon inspection to be unsatisfactory or unsightly will be required to be removed.
7. You may not use more than 10 percent of your allotment area for buildings
8. All buildings must be erected at the rear of the plot.

## MULBARTON PARISH COUNCIL

Tenant: (sign)

Print name:

Address:

Date:

Signed on behalf of Mulbarton Parish Council:

Print name:

Date:

**General Data Protection Regulation:** The Council's Privacy Statements can be viewed at  
<http://www.mulbartonpc.org.uk/about-us/>