

Lyndhurst Parish Council

Terms and Conditions for the Holding of an Allotment Garden

1. Each applicant granted an allotment will be licensed to hold a specified plot(s) for a 1-year term commencing on the 1st October each year.
2. At the beginning of the tenancy the tenant is required to pay a deposit consisting of 1 years rent. This will be returned to the tenant upon vacation of the plot and provided that the plot is left in a decent and tidy condition.
3. The fee is payable in October of each year, within 28 days of the notification of that fee by the Clerk of the Council.

4. During their tenancy, the tenant agrees to:

- i. Keep their allocated plot(s) in a clean, decent and good condition. The plot(s) should be kept in a clean, decent and good condition and properly cultivated.
- ii. Maintain in decent order all borders and ditches forming part of their plot(s).
- iii. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
- iv. The tenant shall not erect any building or other permanent or temporary structure on the Allotment Garden, without first obtaining the written consent of the Council. Tenants shall also not erect any fence or method of enclosure on, or around, their plot(s).
- v. The tenant shall cause no nuisance or annoyance to any other tenant or any other part of the Allotments provided by the Council. Nor shall they cause any nuisance or annoyance to any persons living adjacent to the allotments.
- vi. No livestock or poultry of any kind shall be kept upon the Allotment Garden without prior written consent from the Parish Council (The Council may allow up to 6 in number, of poultry. This is entirely at the Council's discretion and is dependent on the tenant signing an agreement detailing the manner in which said poultry shall be kept).
- vii. The tenant shall not, without first obtaining written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.

- viii. Use of water points for hand held hose pipes and watering cans is permissible provided this does not disadvantage other tenants. The use of non-hand held equipment, eg sprinklers and other irrigation systems is not permitted.
- ix. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by the tenant and their immediate family.
- x. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
- xi. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for use of the tenants.
- xii. No bonfires will be allowed (except with written permission from the Parish Council) between 1st May and 30th September. The tenant must exercise due consideration for other allotment holders and neighbouring properties when having bonfires and these should only be lit in extreme circumstances. When a bonfire is lit, under no circumstances should it be left unattended until it has fully burnt out, or has been suitably and safely extinguished by the allotment holder.
- xiii. The tenant is required to show due care and attention to ensure that no part of their plot(s) could be an enticement to vermin.
- xiv. The tenant shall not store any items on their allotment other than those to be used in the cultivation of their plot(s).
- xv. No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval.
- xvi. The tenant shall supervise any children in their care brought into the Allotment Gardens, at all times.

5. The Parish Council agree to:

- i. Keep the hedges and ditches on the boundaries in reasonably good order, and to arrange for the main paths within the allotments to be cut as and when required.
- ii. Keep and maintain a water supply at the present points – available from May to October each year.

- iii. The Parish Council will be prepared to look at any reasonable arrangement that would keep the allotments running in a satisfactory way.

6. Termination of Tenancy.

i. Voluntary Termination of Tenancy by Tenant.

In the event that the tenant wishes to relinquish their tenancy, one month's notice is required in writing. Any deposit paid by the tenant shall be returned within 28 days of the tenancy end provided, as stated in point 2, the plot is returned in a neat and tidy condition. Should the tenancy be relinquished before the year-end, any rental owing will be forfeited.

ii. Termination of Tenancy Due to Ill Health or Bereavement.

If a situation arises whereby a Tenant is unable to continue to administer to their plot(s) due to ill health or bereavement, the council requests that they are contacted as soon as possible, either by the Tenant themselves or by the Tenant's representative, to discuss suitable arrangements.

iii. Termination of Tenancy by Parish Council.

If a Tenant is in contravention of any of the above Terms and Conditions the Parish Council will issue a warning, in writing, to request immediate amendments be made. Should the contravention(s) remain unresolved the Council will issue 2 further written warnings. If the contraventions remain unresolved after this the tenancy will be terminated with immediate effect and the Tenant will be required to vacate their plot. Any deposit or balance of rental will be forfeited.

THESE TERMS AND CONDITIONS ARE SUBJECT TO ANNUAL REVIEW BY THE PARISH COUNCIL

Signed: _____ (Tenant) Plot Number(s) _____

Print Name: _____ Date: _____

Signed: _____ (Clerk to Council / Councillor)

Print Name: _____ Date: _____