



- a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden
- c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or trade;
- d) ensure that any livestock or poultry kept on the allotment does not cause nuisance or damage to other tenants or their plots. Furthermore, the keeping of livestock or poultry must be done in such a way that it is not detrimental to their health or wellbeing;
- e) do not bring to or keep animals in the Allotment Garden except those referred to in (c) above or (f) without first obtaining the Council's written permission:
- f) control any dog by use of a lead within the tenant's plot and common areas. Any fouling by dogs must be cleared up;
- g) not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden;
- h) not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent, payment of £100 deposit refundable on termination of the tenancy subject to the plot being left in a clean and tidy condition and if appropriate planning permission;
- i) not fence the Allotment Garden without first obtaining the Council's written consent;
- j) maintain and keep in repair fences and gates forming part of the Allotment Garden;
- k) not deposit non-compostable refuse or stones on the paths, hedges, roadways or other common land;
- l) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- m) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- n) shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the lease under which the Council hold the land;
- o) shall keep all paths between plots at least 0.6 metres wide and clear of any obstruction;

- p) shall be responsible for keeping the path adjacent to the east of the allotment plot neatly cut and trimmed;
  - q) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or Allotment Garden of another tenant;
  - r) not park vehicles on the right of way or any part of the Allotment Garden. Tenants are allowed to use vehicles in the transportation of items to and from the allotment site;
  - s) not use barbed wire on any part of the allotment plot;
  - t) maintain on the plot in a prominent position the sign provided by the Council indicating the plot number;
  - u) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - v) be responsible for repairing the damage or liable for the cost of such repair in the event of any damage being caused to any fence, hedge, gate or other part of an allotment site by the tenant or a person acting on the instructions of tenant whether due to a vehicle or otherwise;
  - w) not take, sell or carry away any mineral, gravel, sand or clay.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice if:
- a) the rent is in arrears for 40 days or;
  - b) three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 9;
12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with Clause 13 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

14. The tenancy may be terminated by the tenant serving on the Council not less than two months' written notice to quit.
15. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden.
16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be address to the Council's Clerk.

Signed by

**The tenant**

and

**MRS C HELMN, PARISH CLERK  
For and on behalf of the Council**