

An 'allotment garden' is defined in the Allotments Act 1922 as an allotment not exceeding 40 poles (or 1000 square metres) which is wholly or mainly cultivated by the occupier for the production of fruit or vegetables for consumption by himself and his family and this definition is common to all the statutes in which the term occurs.

1. To pay the said yearly rent in advance on the first of October 2018 and subsequently on a yearly basis.

2. To use the allotment for the growing of flowers and for the production of vegetable and fruit crops and for no other purpose whatsoever in accordance with the Small Holding and Allotments Act 1908 to 1950 and any Acts amending the same.

The Tenant hereby agrees with the Council as follows:

3. Not to use the allotment garden for any trade or business whatsoever.

4. That any case of dispute between the tenant and any other occupier of an allotment garden shall be referred to the Council whose decision shall be final. **Verbal abuse or threats to Council Officers, staff or its contractors by tenants will not be tolerated and will lead to eviction if proven.**

5. To keep entrance gates, **CLOSED AND LOCKED** after entering or leaving the site.

6. That the Council shall have the right to refuse admittance to the allotment of any person other than the Tenant or a member of their family or associate unless accompanied by the Tenant or a member of that family.

7. To keep the land properly cultivated, manured, and in good condition to the satisfaction of the Council. Properly cultivated means **two thirds** under cultivation and planted in rotation with not more than one year under grass or weeds, except in the first year of a tenancy where an overgrown plot is being brought back into use.

8. Not to cause damage to any hedges, fences or gates on the allotment site of which the allotment forms part. All tenants should allow a gap of 1.2 metres adjacent to hedges, for maintenance purposes. No solid fence or hedge on the allotment shall be higher than 1 metre high, fences and hedges that can be seen through are permitted up to a maximum of 2 metres.

9. To keep the roadway free of rubbish or any other obstruction and remove at once any manure etc. deposited on the road or path.

10. Not to deposit weeds or rubbish on any part of the allotment site but to compost all waste on the Tenants own plot.

11. Not to cause or permit to be caused any nuisance or unacceptable behaviour to the occupiers of neighbouring allotments or properties.

12. Bonfires may only be lit following the guidelines issued by Newark & Sherwood District Council - see attached information.

13. Not without the Council's consent to cut or prune any timber apart from fruit trees and not in any case to take or allow to be taken away from the Allotment any soil and compost, gravel, sand, clay, grass, turf or mould.

14. Not to deposit or allow other persons to deposit on the allotment or any adjoining areas thereof any refuse or decaying matter other than manures or compost for improving the allotment. Under **NO CIRCUMSTANCES** should any **external waste** be brought on to the site.

15. Not to use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers or others using the allotment gardens.

16. Not to allow any noxious, dangerous or carcinogenic materials to be present on the allotment plot. Therefore the use of materials containing asbestos is not permitted. In addition, no further panes of glass to be used in sheds, cold frames, greenhouses etc with immediate effect.

17. When using any sprays or fertilizers, the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur and so far as possible 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, game birds and other wildlife other than vermin or pests and comply at all times with current regulations.

18. Not to assign underlet or part with possession of the allotment or any part thereof.

19. Not to bring any dog on to the allotment or cause one to be brought in **UNLESS THE DOG IS ON A LEASH.**

20. Not to keep animals or livestock of any kind upon the allotment except hens (but not cockerels) or rabbits to the extent permitted by Section 12 of the Allotments Act 1950. **Please notify us if you wish to keep rabbits or chickens on your plot.**

21. Upon termination of the Tenancy the allotment plot should be left in good condition and free from weeds and all rubbish cleared from the site.

22. That any officer or agent of the Council shall be entitled at any time to enter and inspect the allotment garden when so directed by the Council.

23. Not without the written consent of the Council plant any trees or fruit bushes or any crops which require more than twelve months to mature.

24. The only structures that will be allowed on the allotment are buildings and structures associated with the propagating and growing of crops, typical examples being, wooden or steel sheds, polytunnels and shatter proof greenhouses. The storage of vehicles, their component parts, vehicle bodies, caravans and tow vans will not be permitted. Not to use any structure for any purpose other than short term protection from the weather or the storage of tools and materials for use on the allotments. The use of any structure for overnight accommodation is forbidden.

25. The Council shall not in any way be responsible to the Tenant for any loss or damage caused to the allotment or to any buildings or structures erected thereon or to any goods or effects of the Tenant which may at any time be in or upon the allotment from any cause whatsoever.

26. That it is expressly understood that no part or parts of the land the subject of this Agreement constitutes an agricultural holding.

27. That no part of the property that is the subject of this Agreement shall be treated as an accretion to or an addition to any separate parcel of land the subject of any other Agreement between the parties hereto and that each separate Agreement concerns an individual property quite separate from any other property covered by an Agreement between the parties hereto.

This Tenancy may be determined in any of the following manners:

A. On the expiration of twelve months' notice in writing given at any time by the Council expiring on or before the sixth day of October and by seven days' notice given by the Tenant expiring at any time.

B. By re-entry on the expiration of three months' notice in writing to the Tenant on account of the land being required for any purpose (not being the use of same for agriculture) for which the land was acquired or appropriated by the Council or for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes but in this event the Council will give consideration to the provision of an alternative site to the Tenant.

C. Forthwith by re-entry:

- (i) if the rent is in arrears for not less than forty days
- (ii) if it appears to the Council that there has been a breach on the part of the Tenant of one or more of the conditions and agreements herein contained
- (iii) if the Tenant shall become bankrupt or compound with his creditors.

D. On the death of the Tenant the tenancy shall determine forthwith.

E. If the Council's right to occupy the land is terminated.

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the proper officer of the Council and may be served on the Tenant either personally or by leaving it at his last known place of abode or by recorded delivery service.

Any notice required to be given by the Tenant to the Council shall be served in a like manner.

AGREEMENT

The Council agrees to let and the Tenant agrees to take (subject to the conditions above) the Allotment Garden

number at Allotment Site.

Signed on behalf of Newark Town Council

Signed by the Tenant Date

PLEASE RETURN BOTH COPIES OF THIS AGREEMENT SIGNED, ALONG WITH PAYMENT (CHEQUES PAYABLE TO: NEWARK TOWN COUNCIL) ONE COPY WILL BE RETURNED SIGNED ON BEHALF OF THE COUNCIL.

ALL PAYMENTS CAN BE DELIVERED OR POSTED TO : NEWARK TOWN COUNCIL, TOWN HALL, MARKET PLACE, NEWARK, NOTTS, NG24 1DU.

THE TOWN COUNCIL RECEPTION IS OPEN MONDAY TO FRIDAY, 9.30AM TO 4.00PM.