

AN AGREEMENT made this day of 2023 between
SELSTON PARISH COUNCIL in the County of Nottinghamshire (hereinafter called the Council) of the one part
and
.....of.....
(hereinafter called the Tenant) of the other part.

****Ensure the name of the tenant (responsible worker) and an up-to-date address is inserted****

IT IS AGREED THAT:

1. The Council shall let to the tenant for him/her to hold as tenant to the Council from year to year **Allotment No. ()** which forms part of the Council's register of allotments on (**Mansfield Road / Nottingham Road**), Selston.
2. The tenant shall pay a yearly rental of £ to Selston Parish Council at The Parish Hall, Mansfield Road, Selston, NG16 6EE, with payment due as from the 6th April annually, or for any part year up to the following April.
3. The tenancy may be terminated by either party in writing by giving either **six months' notice or notice to leave** by the end of the financial year whichever is the soonest.
4. Priority will be given to tenants residing within the boundaries of the parish in the event of full occupancy.
5. Future allocations of plots will be limited to one plot per household whilst ever there is a waiting list.
6. **The tenant shall observe the following conditions during the said tenancy:**
 - a) The tenant shall keep the allotment in a clean, decent and good condition and properly cultivated.
 - b) The tenant shall not cause any nuisance or annoyance to any tenants of any other portion of the said allotments.
 - c) The tenant shall not keep upon the allotment any animals or livestock of any kind except hens to the extent permitted by the Allotments Act 1950, s.12 (1).
 - d) The tenant shall not sub-let or assign the said tenancy nor part with the possession of the land hereby agreed to be let to him/her.
 - e) The tenant shall not erect any building on the said land without the written consent of the Council having first been obtained. Any structure given permission by the Council incorporating glass of any description must be removed on vacating the allotment.
 - f) The tenant shall permit at all reasonable times any member or officer of the Council charged by the Council with such duty to enter upon and inspect the said land.
 - g) The tenant shall not cut any timber growing on the said land.
 - h) The tenant shall not use any barbed wire as a fence or part of any fence to the allotment on any side of the allotment bordering upon a path provided for or used by any other allotment holder.
 - i) The tenant shall maintain in decent order all fences and ditches upon the allotment and shall trim and keep in order all hedges internally growing thereon or forming any boundary thereto. Boundary hedges

must be no higher than 6'6 and adjoining properties fences are to be kept clear of foliage wherever possible.

- j) If any tenant is found to have taken any produce from a plot(s) they do not cultivate they will be asked to leave the site and give up their plot(s) immediately.
 - k) The tenant shall not deposit or allow other persons to deposit on the allotment any refuse (eg household waste, tyres and carpet)
 - l) Plot holders are responsible for disposing of any rubbish generated. This must not be left anywhere on the site (apart from the individuals own plot) and includes plant pots, plastics, glass or any other unwanted items.
 - m) Allotment holders should utilise water butts to collect available rainfall and keep use of stand pipe water to a minimum wherever possible. Sprinklers or irrigation systems must not be used at any time and hose pipes attached to standpipes must not be left unattended or on overnight.
 - n) Fires must not be lit before 6pm April to September and in the summer months these are to be avoided wherever possible. Burning rubbish must always take into consideration the domestic properties surrounding the allotments and the proximity of the main road. Fires should not be undertaken in windy conditions.
 - o) Individuals must not go onto other allotmenters plots without their express permission.
 - p) Children are welcome but must be supervised and remain on their parents/grandparents/ responsible adults plot/s at all times.
 - q) Dogs must be controlled and remain on their owners plots at all times.
 - r) Mansfield Road allotments only - The gates must always be closed whilst on the allotments and the last gardener to leave must ensure the gates are locked with the padlock provided.
7. The Council reserves the right to make charges for clearing if, when vacated; an allotment is left in a poor state.
8. All taxes and rates and other assessments due upon this land shall be duly paid by the Council.
9. If the tenant **breaches any of the terms of this agreement for one month or longer, the Council may re-enter upon the said allotment and the said tenancy shall thereupon come to an end**, but without prejudice to any rights to damage there under by the Council and without prejudice to the right to recover any rent due and unpaid at the date of such re-entry.

Signed
Tenant

Signed
Selston Parish Council

Please note: if there is any reason whilst you as tenant are unable to abide by any of the conditions above, in particular, to manage your plot due to health issues or unforeseen family commitments, please make the parish office aware immediately.