



## STOW ON THE WOLD TOWN COUNCIL

### ALLOTMENT TENANCY AGREEMENT

#### TENANCY, CULTIVATION & USE

1. The rent is reviewed on an annual basis and is payable in advance. The Council will assume that if the tenant has not paid his/her rent by the due date of 31<sup>st</sup> January that he/she no longer wishes to renew the tenancy and the plot will be allocated to a new tenant.
2. The tenant shall use the plot as an allotment garden only for the production of garden flowers, vegetable or fruit crops.
3. The tenant must keep the soil clean from noxious contaminants, weeds and in a good state of cultivation and condition.
4. The tenant shall not keep livestock on the plot except for poultry but no more than 8 per plot. Such poultry must be kept in a secure and well maintained coop/pen and run, and under conditions approved by the Council. No electric fencing is permitted. If a vermin problem results, or the preceding conditions are not met, permission to keep livestock may be revoked and, after due notice, the poultry removed from the site.
5. Beehives may be allowed on the site but the tenant must apply to the Council for permission in writing and await written approval before taking any action. See council's "Bee Keeping on Allotments" policy document which can be obtained by contacting the Council on [clerk@stowonthewold-tc.gov.uk](mailto:clerk@stowonthewold-tc.gov.uk), calling 01451 832585 or on website <https://stowonthewold-tc.gov.uk/cemetery-allotments/allotments>
6. The tenant is responsible for the composting or disposal of waste. It must not be dumped on any other part of the site. **NO** importing of waste is permitted on the site.
7. No misuse of water supply and the use of a water sprinkler system is expressly forbidden as is the use of hose pipes.
8. The tenant shall not underlet, assign or part with possession of the plot without the written consent of the Council.
9. Tenancies are allocated on a strictly "first come" basis and priority is given to Stow residents.
10. The plot may not be used for residential purposes.
11. Use of weed killers is permitted providing they are horticulturally approved products and **must** be applied using a watering can and **not** with a sprayer.
12. The gate **must** be locked by the last person leaving the site at night.
13. No vehicles or trailers to be parked overnight on the site.
14. No barbed wire is permitted on the site.
15. Should the tenant wish to terminate his/her tenancy then 1 months' notice in writing to the Council is required and no refund will be made.
16. Before a tenant vacates a plot **all rubbish and constructions in disrepair must be removed**. An inspection by the Council or agent will ensure no rubbish remains. A tenant will be charged for removal of any rubbish left on the plot.
17. The Council reserves the right to alter or vary the terms of this agreement from time to time.
18. Written permission must be gained, from the Council, before erecting any building or structure. They must be within the boundary of the plot and kept in good condition.
19. **NO DOGS** are allowed on the site.

## **NUISANCE**

20. Children under the age of 16 must be accompanied by an adult and supervised at all times.
21. The tenant shall not cause any nuisance or annoyance to other tenants or neighbouring properties, or obstruct any paths between plots on the site. All pathways adjacent to the plot must be properly maintained by the tenant and all obstructions removed to provide clear and unrestricted access.
22. Bonfires are permitted only from October to March each year, and only between 10.00am and 4.00pm, when conditions allow. The burning of plastic or synthetic materials is strictly forbidden. **NO** other materials may be brought onto the site for burning. To minimise the amount of smoke produced, wet or damp waste must not be burnt. If people/animals are nearby or if the site is heavily occupied, fires must not be lit. Any bonfire must be attended at all times and fully extinguished before the tenant leaves the site.
23. Strimming or any other noisy activity on the allotments site may only take place between the hours of 9.00 am and 8.00 pm to respect the adjacent neighbouring properties.

## **LIABILITY**

24. The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant, or any third party and the tenant agrees to indemnify the Council in respect of any such claim.
25. The Council shall accept no liability to the tenant in respect of damage to the allotment or theft of any item or structure placed on the allotment.
26. The Council is not responsible for loss, damage, fire or theft of any personal items on any allotment plot. Tenants are obliged to confirm that they hold Public Liability insurance. The tenant can do this by joining the Spring Gardens Allotments Association which amongst other things includes Public Liability insurance cover. If the tenant prefers to take out his/her own insurance then the Council will need proof that the cover is in place.

## **INSPECTIONS**

27. Any duly authorised representative of the Council shall be entitled at any time to enter and inspect the plot.
28. If any tenant fails to comply with above conditions the Council shall, at its discretion, end the tenancy giving a maximum of 30 days' notice.
29. Periodic inspections will be carried out to ensure all terms and conditions of Tenancy Agreement are adhered to. Any tenant found in breach of these conditions will be notified and given time to improve the plot.