

# Draft - ALLOTMENT TENANCY AGREEMENT

Adopted by WPC January 2021

THIS AGREEMENT is made on the..... day of.....  
20.....between Walberswick Parish Council (“WPC”) and.....  
.....of.....  
.....  
.....  
(“the Tenant”)

Email address of Tenant: .....

Telephone number of Tenant: .....

IT IS AGREED as follows:

1. The Council lets and the Tenant takes the plot of ground within the allotment gardens known as the Bird in the Hand Field Walberswick Southwold Suffolk and numbered plot number ..... (the plot) at a rent of £..... per annum payable annually in advance on the first day of April in each year
2. The Tenant agrees:
  - a. To pay the rent as set out above
  - b. To comply with the Allotment Allocation and Rent Policy of WPC - current policy can be viewed here: <http://walberswick.onesuffolk.net/walberswick-parish-council/policies-and-publications/policy-statements/>
  - c. To use the plot as an allotment garden for the production of fruit, vegetables and/or flowers for domestic consumption and for no other purpose
  - d. To cultivate the plot in a good and workmanlike manner and not to allow the plot to become overgrown with weeds
  - e. Not to assign sublet or part with possession of the plot or any part of it without the written permission of the Council
  - f. To permit any Parish Councillor or employee of the Council at any time to inspect the plot
  - g. Not to erect any building or structure on the plot without the written permission of the Council. **Note: This clause applies to any new or replacement buildings placed on the plot after the date of adoption of this policy; for all existing buildings “grandfather rights” apply.**
    - Greenhouses can be of any size within the footprint of the allotment
    - Sheds and other buildings must be no larger in footprint than 8’ x 6’, be painted in muted colours, have no ~~windows or~~ seating area and be used exclusively for **growing plants or** the storage of items intended for use on the allotment. **Any windows must not form a significant proportion of any side of the building**
    - All buildings and other structures must be entirely removed at the

allotment owners expense when an allotment tenancy agreement is terminated

- h. Not to deposit or allow other persons to deposit on the plot any earth sweeping refuse or other material excepting only (a) manure required for immediate use in cultivation and (b) organic material for burning
  - i. Not to obstruct or deposit anything in ditches or on tracks or paths around the allotment gardens and to keep grass and weeds trimmed back around the edges of the plot to prevent any nuisance to adjoining plot holders
  - j. To observe the rules and regulations relating to the allotment gardens which may be made by the Council and of which the tenants have been notified
  - k. Not to keep any animals or poultry on the plot without the written permission of the Council
  - l. Not to do anything else that causes nuisance to other plot holders
3. Rents will be collected in advance in accordance with the Allotment Allocation and Rent Policy of WPC – the current policy can be viewed here:  
<http://walberswick.onesuffolk.net/walberswick-parish-council/policies-and-publications/policy-statements/>
4. Payment is due in full 30 days after the start of the fiscal year, failure to pay may result in termination of the tenancy. Payment shall be by BACS or Direct Debit to the bank details directed by the Parish Clerk
5. If the Tenant does not wish to continue the tenancy for the following year, they can do so by giving the Council written notice no later than 1<sup>st</sup> March each year. No pro-rata refunds of rents paid will be made
6. The Council may at any time recover possession of the plot if the rent is in arrears for thirty days or more or if it appears to the Council that there has been a breach of the conditions of this agreement by the Tenant
7. Vacating tenants are required to return their plot in good order and any reparation work required in the absence of this happening will be recharged to the vacating tenant
8. Any notice required to be given to the Council shall be given to the Clerk at the postal or email address on the Parish Council notice board and any notice to the Tenant shall be given to the Tenant at the contact details set out above

Signed by the Clerk to the Council.....

Signed by the Tenant.....