



Oadby & Wigston Borough Council

Chief Executive Department

Client Services Section

CHIEF EXECUTIVE

Mr Mark Hall

THIS AGREEMENT made on the _____ day of _____
BETWEEN Oadby and Wigston Borough Council ("the Council")
AND (Title and Full Name) _____ ("the Tenant")
Of (Address) _____

It is agreed that the Council lets plot no. _____ of the
Allotment Gardens (shown edged red on the attached plan for identification purposes only) ("the plot") to the Tenant.

1. RENT

- 1.1 The Annual rental now due is £ _____
- 1.2 The Annual Rental is due on 29th September each year. Cheques made payable to **Oadby & Wigston Borough Council**.
- 1.3 The tenant agrees to pay the annual rental on the request of the Council.
- 1.4 On completion of this agreement the Tenant agrees to pay a proportion of the annual rental calculated from the date of completion to 28th September **2012**.
- 1.5 This agreement will be immediately terminated by the Council if payment of rent is not made within 30 days of the due date (whether lawfully demanded or not).

2. TENANT'S OBLIGATIONS

2.1 SITE MAINTENANCE

The Tenant agrees

- a) not to cut down or prune any hedges or trees nor to take, sell or carry away any earth, minerals, gravel or clay from the site;
- b) to protect and not remove any fences, hedges, plot or road markers or notice boards that have been or may be put up on the site by the Council.
- c) not to deposit or allow any other person to deposit any refuse or other material onto any plot with the exception of manure or leaves in quantities immediately required for cultivation.
- d) to maintain paths in-between plots to a standard in keeping with an allotment garden.

2.2 CULTIVATION OF PLOT

The Tenant agrees

- a) to use the plot wholly for the production of vegetables or fruit crops **and not** for the purpose of any trade or business.
- b) not to use the plot for the business of a market garden or for the propagation and sale of trees, plants or bulbs.
- c) not to store or keep any motor or other vehicle on the plot.
- d) to keep the plot clean, free from weeds and properly cultivated to the satisfaction of the Council and to carry out any remedial work if the Council considers it necessary. Failure to keep the plot in a satisfactory condition may result in instant termination of the agreement.
- e) not to plant any trees or fruit bushes or any other crop which require more than twelve months to mature without the prior written consent of the Council.
- f) not to keep or store any animals or birds on the allotment garden without the prior and express permission of the Council. Note – rabbits and poultry are allowed on allotments.

2.3 ERECTION OF SHEDS OR OTHER STRUCTURES

- 2.3.1 No sheds or other structure, (lean-to, greenhouse, cold frame, etc) shall be erected on the plot without the **prior written consent** of the Council. Any shed erected in accordance with such consent shall be on a free standing base and shall not exceed 10' x12'.
- 2.3.2 Any shed or other structure shall be erected and maintained at the risk of the Tenant. The Council shall not be liable for any loss or damage occasioned to the shed/structure and/or its contents.
- 2.3.3 Any structure erected should have guttering and associated facilities (i.e. water butts) for the collection of rain water. Any shed found not to have made this provision will deem the tenant to be in breach of their agreement.

2.4 BONFIRES The Tenant agrees to

- a) Use all alternative methods of disposal of garden waste and allotment rubbish in preference to a bonfire.
- b) Where a bonfire is considered necessary, to have due consideration for wind direction and weather conditions in order to minimise any nuisance to surrounding allotment tenants and residents of nearby dwellings.
- c) To attend the bonfire at all times until it is completely out and to extinguish the bonfire if the smoke plume is becoming a nuisance in any way.
- d) Only to burn materials which produce minimal smoke, fumes, airborne ash and smell.
- e) To report unattended or nuisance bonfires on allotments to the Council

NOTE The tenant may be personally liable to enforcement action under the terms of the Environmental Protection Act, 1990 (Section 80) if they disregard this clause.

2.5 GENERAL OBLIGATIONS

- 2.5.1 The Tenant agrees not to assign, sub-let or otherwise give up possession of any part of the plot.
- 2.5.2 The Tenant shall not do anything on the plot or allotment garden, which is or may become a nuisance or annoyance to tenants of adjoining/nearby plots or neighbouring occupiers.
- 2.5.3 The Tenant agrees to comply with all rules and regulations relating to allotments gardens which have been or may at any time be made by the Council and which the tenant will be notified.
- 2.5.4 The Tenant agrees to remove all refuse, debris and other extraneous material from the plot on termination of the tenancy.
- 2.5.5 The Tenant agrees not to perform other acts not in-keeping with an allotment garden, such as car maintenance (including washing).
- 2.5.6 The tenant agrees to help the Council achieve its Environmental Policies and Strategies by attempting to conserve water in the following ways: -
Water butts will collect rainwater and reduce the need to fill the butts from the mains tap.
Using sprinklers, seep hoses or other hoses will not be allowed, although a hand held hose can be used, especially to fill water butts, using a tap for twenty minutes only.

3. COUNCIL'S OBLIGATIONS

- 3.1 The Council will maintain all communal facilities such as paths, roads, hedges, gates, etc.
- 3.2 The Council will provide a refuse collection service, if required, annually for the collection of unwanted large items, i.e., sheds, cold frames, previously used on the allotment.
- 3.3 The Council will provide a gate key on commencing a tenancy and a replacement (at a cost of £12.50) should the tenant lose the original. The return of the gate key is paramount when terminating tenancy; failure to do so will involve forfeiture of deposit.

4. TERMINATION OF TENANCY

- 4.1 Either party giving twelve months written notice expiring on or before 6th April or on or after 29th September in any year may terminate the Tenancy agreement.
- 4.2 The Tenancy may be terminated if the rent remains outstanding for more than 30 days.
- 4.3 The tenancy may be terminated if the Tenant breaches any of the tenants obligations in Clause 2 above.
- 4.4 The Council giving the Tenant three months written notice if it requires the plot and/or allotment garden may terminate the Tenancy:
 - (i) for the purpose for which it was appropriated by the Council under any statutory provision.
 - (ii) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with these purposes.
- 4.5 The Tenant will be entitled to compensation from the Council only as specified in The Allotment Act 1922 (Section 2(2) and (3) as amended by The Allotment Act 1950.
- 4.6 The Council will be entitled to compensation from the Tenant in respect of any deterioration of the plot caused by the failure of the tenant to adhere to the tenants obligations in Clause 2.

5. NOTICES

- 5.1 Any notice or other written communication to be served by either party pursuant to this Agreement shall be deemed to have been validity served if delivered by hand, facsimile transmission or by first class post to the party at the address specified herein or such other address as may be notified thereafter.
- 5.2 Any such notice or other written communication to be given by the Council shall be deemed valid and effectual if an officer or duly authorised signature signs it on behalf of the Council thereof.

Signed by

Signed by (The Tenant)

**For and on behalf of
OADBY & WIGSTON BOROUGH COUNCIL**

Of.....

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Sanjay Odedra, Administrative Officer
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INVESTOR IN PEOPLE

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