

Plot No

Broadclyst Parish Council

Westclyst Allotment Plot Holder Agreement

This agreement is made the day of2023 between:

Name

Address.....

Telephone.Email.....("You/Your")

and: The Broadclyst Parish Council Email: office@broadclyst.org ("the Council")

1. Definitions

- a. "Allotment" – the piece of land at the Allotment Site (hereinafter defined) which is approximately 110m² and which is numbered [plot number].
- b. "Allotment Site" – The Allotment Gardens at Old Park Avenue, Hillside Gardens, Westclyst, Exeter
- c. "Landowner" – Stuart Partners Limited (company number 7940731) whose registered office is at Hill Barton Business Park, Clyst St Mary, Exeter EX5 1DR
- d. "Plot Holder" – any person(s) with whom the Council has entered into an agreement for the rent of a piece of land of approximately 110m² and which has an allocated plot number on the Allotment Site.
- e. "Yearly Rent" – £30 per annum subject to review by the Council in accordance with clause 3 of this agreement.

In this agreement "Council" includes any of its Committees, employees, contractors, or representatives from time to time appointed.

2. Our Agreement

- a. The Council will allow You to rent the Allotment from 1 April to 31 March the following year. This agreement will automatically continue each year for a period of one year.
- b. Where this agreement commences on any date other than 1 April it will continue until 31 March after which this agreement will automatically continue each year for a period of one year.
- c. The Yearly Rent may in be increased or decreased by the Council after giving 12 months' notice in writing.
- d. Water supply will be recharged separately to all Plot Holders quarterly.
- e. This agreement ends when You or the Council follow the steps set out in clause 6.

3. Your Responsibilities

- a. You must pay the Yearly Rent in advance and without deduction otherwise than allowed by statute, on 1st April each year. For any period of less than one year, You must pay a reasonable proportion of the Yearly Rent as decided by the Council.
- b. You must pay any charges whether demanded or not due for the Allotment.
- c. You must use the Allotment as an allotment garden only. You must use it for growing fruit, flowers, and vegetables that only You or Your family will eat. You must not carry on any trade, profession, or business at the Allotment.
- d. You must keep and maintain the Allotment including any permitted structures neat and tidy and in good condition. You must remove any weeds, litter, and rubbish. You can use a spade to dig the Allotment and You may use held mechanical equipment, but You must not use any other machinery without the

Council's written permission.

- e. You must not let anyone else use the allotment or transfer your rights under this agreement to them. This means that you cannot hand over the allotment to anyone except us.
- f. Sheds are permitted up to a maximum size of 8 feet by 6 feet in size that are of a wooden construction and do not contain glass. The rainwater must be collected from the roof with suitable guttering and containers.
- g. Poly-tunnels are permitted as long as they are no larger than 12 feet by 8 feet to height of 6' 6" (2m) and are constructed without the use of glass.
- h. The position of the permitted structures should be agreed when requesting permission and must not inconvenience other Plot Holders or visitors of the Allotment Site.
- i. You must maintain any permitted structures placed on the Allotment or the Council will give You one months' notice to remove it. You must remove / repair any structure if the Council requests this (this includes greenhouses, polytunnels and sheds).
- j. You must not do anything or allow anyone else to do anything which might annoy or cause nuisance to any other Plot Holder or local resident. You must not block or allow to be blocked any other allotment or any public roads or private paths.
- k. You (and any visitor to the Allotment) must secure gates on entry and departure to prevent unauthorised access by persons or animals.
- l. You must not keep or allow any animals on the Allotment except hens, which must be kept in a fenced area and to the extent permitted by the Allotments Act 1950.
- m. Dogs are permitted on the Allotment and elsewhere on the Allotment Site whilst under your control on a lead. Any faeces to be removed and disposed of offsite by You.
- n. You must keep the boundaries of the Allotment neat and tidy, you must regularly trim hedges, repair fences and gates and empty and clean any ditches.
- o. You must obtain the written permission of the Council (or their representative for the time being) to:
 - 3.o.i. Plant any fruit bushes or trees or any other trees on the allotment.
 - 3.o.ii. Cut or prune any timber or other trees.
 - 3.o.iii. Take, sell or carry away minerals, gravel, sand or clay.
 - 3.o.iv. Put up any notice or sign.
 - 3.o.v. Use barbed wire or other material or item which may be a danger to others; or
 - 3.o.vi. Let anyone else do any of the above
 - 3.o.vii. Erect a shed, greenhouse, polytunnel or other structure on your plot. The structure must not be "concreted" in place and should be removable and must conform to the 'permitted' size and design set out in 3.f. and 3.g.
- p. You must notify the Council in writing of any dangerous trees or archaeological or historical objects found on the Allotment.
- q. No carpet or underlay may be used for weeding control purposes.
- r. The use of products containing Glyphosate, such as "Round-up" is not permitted on the Allotment Site.
- s. You shall not deposit or allow other persons to deposit on the Allotment any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches, or dykes in or surrounding the Allotment Site.
- t. You may treat the Allotment with manure or other organic fertilisers but cover any manure on the Allotment which has not been dug in.
- u. Small bonfires are permitted on the Allotment between the hours of 15.00 and

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19.00 and 15.00 and dusk in winter. You may only burn materials generated from the Allotment i.e., diseased plants and dried-out organic material that will burn without smoke or hazardous residue and You are not permitted to burn man made materials. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other Plot Holders. All fires must be fully extinguished before leaving the Allotment Site. You shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

- v. You shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- w. You shall always have consideration for other Plot Holders when extracting water from water points. No hoses are to be used at any time.
- x. Compost bins must be no bigger than 2m³ to reduce the risk of vermin and fire.
- y. The Council will not be held responsible for loss by accident, fire, theft, or damage from the Allotment.

4. Other terms

- a. You must carry out any other work which the Council decide is needed to keep the Allotment in good condition. The Council will write to You to carry out this work.
- b. You must also keep to any regulation about how You can use the Allotment, which the Council will let You know about in writing.
- c. The Council will inspect the Allotment in the first week of April, July and October and it must be reasonably well cultivated and free of weeds and rubbish at those inspections.
- d. You must always display the plot number for the Allotment.

5. Our Rights

- a. The Landowner and the Council retain the right to come onto the Allotment to preserve, shoot kill and take away animals, birds and fish that the Council have told You about in writing.
- b. The Council have the right to any archaeological or historical objects found on or under the Allotment.
- c. The Council, their representative or anyone authorised by them may enter the Allotment to check its condition or for any other reasonable purpose at all reasonable times of the day.

6. Ending this agreement

- a. This agreement will end:
 - 6.a.i. Automatically on death.
 - 6.a.ii. After either party has given at least 3 months' written notice to the other of their intention to end this agreement for any reason or no reason at all expiring on or before 6th April or on or after 29th September in any year.
 - 6.a.iii. By re-entry by the Council:
 - 6.a.iii.1. after giving at least 1 months' written notice to You if the rent or any part of it is in arrears for 40 or more days whether legally demanded or not;
 - 6.a.iii.2. It appears to the Council that You have breached the conditions contained in this agreement, by following the procedure set out in clauses 8 and 9 PROVIDED THAT if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the

commencement of this agreement.

- b. On determination of this agreement in accordance with clause 6 of this agreement, You will pay to the Council an apportionment of the Yearly Rent for the unexpired term.
- c. **Compensation on termination of this agreement**
 - 6.c.i. You shall on determination of this agreement the Council in accordance with clause 6.a.ii be entitled to compensation only to the extent prescribed by Section 2 of the Allotment Act 1922 and Section 3 of the Allotments Act 1950 but not further or otherwise.
 - 6.c.ii. The Council shall on determination of this agreement be entitled to recover compensation from You by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the Allotment caused by a failure by You to maintain the Allotment in a good state of cultivation and fertility.

7. New Members

- a. You will pay a joining fee of £30 with the 1st rental payment. This will be returnable at the end of this agreement less any costs required to contact You and return the Allotment to a good condition.
- b. Within 3 months from the date of this agreement, You must have at least a quarter of your allotment under cultivation.
- c. Within 12 months from the date of this agreement You must have at least three quarters of the Allotment under cultivation. You must maintain this level of cultivation throughout the term of agreement.

8. General Breaches of this agreement Enforcement Procedure.

Where evidence exists that a breach of this agreement has occurred, the Council will follow the following enforcement procedure:

a. 1st Warning letter.

This will outline the nature of the breach(es), give instructions on required actions and 14 days for You to rectify the problem.

b. 2nd Warning letter

If, after the 14-day period it is found that no or insufficient action has been taken, then You will be issued with a 2nd warning letter. This will give You an additional 14 days to rectify the breach.

c. Notice to quit

If after 14 days from the 2nd warning letter, it is found that no/insufficient action has been taken, then You will be issued with a notice to quit.

The notice to quit informs You that this agreement will be terminated within 28 days and the eviction process has commenced. In this period You must remove all possessions and locks and leave the allotment in an agreed condition.

d. Notice of re-entry.

After 28 days has expired, a Notice of Re-entry will be posted on the Allotment in a prominent position and the Council will have regained possession of the Allotment and all items that remain on it. You will receive a letter to confirm that this agreement has ended.

e. On termination of this agreement any works that are required to bring the Allotment up to the standard required for the Council to re-let will be charged to You or taken from Your joining fee.

For the purposes of this agreement, a general breach is any breach which is not

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determined to be a serious breach.

9. Serious Breaches of this agreement - Enforcement Procedure.

Where it is deemed that a serious breach of this agreement has occurred then an immediate Notice to Quit can be issued to You and You will be instructed to vacate the Allotment within 28 days and this agreement will be ended.

In this clause, 'Serious Breach' might include:

- a. Abuse or violence towards other Plot Holders, employees of the Council and workers at the Allotment Site or members of the public.
- b. Criminal activities.
- c. Activities that may cause significant harm to animal health or the environment.
- d. Breaches of the constitution.

Whether a breach is serious will be determined by the Council, acting reasonably, and their decision will be final.

11. Sickness or Inability to manage plot for a short period of time.

- a. You must inform the Council if You are unable to cultivate the Allotment for reasons such as illness, work commitments or other personal commitments.
- b. At the discretion of the Council, You may be given a 'waiver' for a maximum of 6 months and will not be subject to normal inspection/enforcement procedure in this time.

12. Complaints Procedures.

You agree that any case of complaint or dispute between You and any member of staff on the Allotment Site or any other Plot Holder or any user or visitor of the Allotment Site shall be referred to the Council in writing by email at office@broadclyst.org. The Council's decision shall be final.

Our Signature

Your Signature

Date:
