

Allotment Tenancy Agreement

An Agreement for a Garden allotment is made on the **1 April 2025** between Godstone Parish Council (“the Council”) The Bounty, Godstone Green, Godstone RH9 8DY and the “Tenant” for the rental of a plot at the **Salisbury Road** site.

The allotment rent for year commencing 1st April 2025 will be £10.80 per 25 sqm and the period of tenancy will be between **1 April 2025 and 31 March 2026**.

The Council agrees to let and the Tenant agrees to hire, as a yearly Tenant and comply with the following conditions:

1. Alienation

- 1.1 The Tenant shall not sublet, assign or part with the possession of the allotment or any part of it, without consent from the Council.
- 1.2 Should the plot become too large to manage easily, the Tenant should contact the Council to request that dividing the plot is considered and new agreement issued.
- 1.3 Sharing an allotment with someone else does not confer any rights to that person, the tenancy remains with the named Tenant on this agreement and on its surrender is offered to the next person on the waiting list.

2. Use and Conduct

- 2.1 The Garden allotment is provided for the purpose of growing fruit and vegetables for consumption by the tenant.
- 2.2 The Garden allotment should not be used by the Tenant for profit-making purposes.
- 2.3 The tenant must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must always conduct themselves appropriately.
- 2.4 Keep pets always brought onto site under proper control.

3. Cultivation

- 3.1 The tenant shall keep the allotment reasonably free from weeds, in a good state of cultivation and in good condition all the year round.
- 3.2 Within the first three months of the tenancy 35% of the plot should be under cultivation. This is discretionary on the condition of the plot at the time of tenancy agreement begins and the time of year the plot is let. After six months it must be seen that the plot is regularly tended
- 3.3 The tenant shall not plant any trees, (except soft fruit bushes and up to two dwarf fruit trees, not to exceed 2m in height).

4. Allotment Boundaries

- 4.1 The tenant shall keep all footpaths surrounding the plot in good condition, including mowing, weeding and keeping them free from obstructions.
- 4.2 The tenant shall keep shrubs, plants, and structures away from fences of adjoining premises by at least 50cm.
- 4.3 The tenant shall not enclose the plot with any form of fencing or use barbed wire in any circumstance.

5. Green waste and Rubbish

- 5.1 Tenants shall compost all green waste on their plot in self-built or ready-made plastic containers. If this is not possible then small bonfires may be used (see Section 6 - Bonfires)
- 5.2 Tenants shall ensure any tenant owned compost bin, equipment or debris from work on the allotment is within the tenant’s allotment plot boundary and does not obstruct pathways. Materials and equipment should be stored safely and kept to a minimum, restricted to only those items used on a regular basis.
- 5.3 All refuse emanating from allotment cultivation that is not compostable must be disposed of offsite.
- 5.4 Dumping of rubbish on the allotment garden land will be treated extremely seriously and will result in the Council ending an allotment tenancy.
- 5.5 Tenants must not bring any form of rubbish onto the plot for composting or burning.

6. Bonfires

- 6.1 Allotment holders may have bonfires on their own plot to burn diseased plants and material which is difficult to compost, but may not burn material that is harmful – no paint, bitumen, plastics, etc.
- 6.2 The bonfire must be always managed safely with a bucket of water within easy reach and must be extinguished when the plot holder leaves the site.
- 6.3 A bonfire must not create a nuisance to other tenants or neighbours of the allotments.
- 6.4 Consideration should be given to the appropriate timing and weather before any bonfire.
- 6.5 Consider the risk of smoke inhalation and appropriate safety measures when having a bonfire.

7. Structures

- 7.1 Written consent from the GAA is required to erect or place anything on the allotment, including a shed, greenhouse and poly tunnel and any structures must not cover more than 15% of the plot.
- 7.2 Applications will be viewed sympathetically on the condition that the structures will be well maintained and that they do not interfere with neighbouring plot tenants or residential properties.
- 7.3 The Council reserves the right to order the removal of any structure that has not been approved or is not well maintained.

- 7.4 Tenants must be aware that anything that is placed on the allotment is not covered by the council against theft, vandalism or storm damage. The council is not liable for loss or damage to property.
- 7.5 The Tenant must remove from the allotment any broken or vandalised items such as glass from greenhouses and cold frames
- 7.6 At the end of the tenancy all structures must be removed or transferred to the Council at no cost.
- 7.7 Tenants have access to use the communal Greenhouse on the site.

8. Livestock

- 8.1 Written consent is required from the GAA to keep hens (not cockerels) or rabbits on an allotment.
- 8.2 Consent will only be given provided that the livestock is not prejudicial to human health, animal welfare or a nuisance to surrounding plot holders or residents.
- 8.3 Good practice for keeping hens and rabbits on an allotment must be met with regards to housing, food, water, animal husbandry, health and welfare.
- 8.4 The Council reserves the right to restrict the number of allotment holders that are given permission to keep hens and rabbits on allotments.

9. Security

- 9.1 The Council has the right to refuse admittance to any person other than the tenant or member of their family, unless accompanied by the tenant or member of the family.
- 9.2 In the unfortunate case of vandalism or theft from the allotments the Council cannot be liable.

10. Tenancy termination or Surrender of Allotment

- 10.1 The council may terminate allotment tenancies giving one month's written notice to quit if the rent is in arrears for 30 days or more.
- 10.2 The council may terminate immediately if sufficient notice (ie by the GAA) has already been provided regarding unworked plots or lack of care or cultivation.
- 10.3 Failure to comply with the terms of this agreement will result in the tenancy being terminated by the Council, immediately for serious breaches and at the end of the current period of tenancy in other cases.
- 10.4 The Council reserves the right to terminate a tenancy agreement giving not less than one months' notice in writing.
- 10.5 On the death of an allotment holder the plot may either be surrendered immediately to the Parish council or retained by the relatives of the deceased until the end of the agreement period. Should the relatives of the deceased wish to continue to use the plot after the end of the agreement period they must apply to the Parish council for a new tenancy.
- 10.6 A tenant may surrender their agreement at any time but will not be refunded any part of the annual fee.
- 10.7 On surrendering an allotment the Tenant should ensure that the plot is cleared of waste and any items belonging to them.
- 10.8 Plots must be surrendered in a workable condition, if plots are not cleared or are left in an unworkable state, the council will appoint contractors to remedy the condition of the plot and an invoice sent to the last plot holder responsible for the plot, to pay the costs incurred by the Council.

11. General

- 11.1 Observe and perform any other special conditions which the Council consider necessary to preserve the allotments from deterioration for which reasonable notice will be given.
- 11.2 Notify the Council of any change of circumstances that will affect the operation of the allotment.
- 11.3 Permit inspection of the allotment site by a representative of the Council.
- 11.4 Tenants must hold Public Liability Insurance, this available via membership of the National Allotment Society.
- 11.5 This agreement replaces all previous allotment agreements between the Council and the Tenant.
- 11.6 The Council reserves the right to distinguish the eligibility for an allotment plot between parishioners and non-parishioners and differentiate between parishioners and non-parishioners' allotment charges.
- 11.7 Carpets are not permitted for use at the allotments.
- 11.9 Car parking is only for when working on the plot and vehicles are parked at the owners own risk, no overnight parking at any time.

12. Health and Safety at the Allotments

- 12.1 A Risk Assessment has been completed, with the Council and the Godstone Allotment Association (the "Association") working together and is available on request.
- 12.2 The Risk Assessment makes the following recommendations to individual plot holders:
 - 12.2.1 Keep a mobile phone with you, switched on (with emergency contact details added) charged and with you at all times when at the Allotments.
 - 12.2.2 Consider keeping a well-stocked first aid kit on your plot.
 - 12.2.3 Inform someone of where you are and at what time you plan to leave when visiting the Allotments and check in with them as you leave.
 - 12.2.4 Avoid working the plot when it is getting dark.
 - 12.2.5 Wear appropriate footwear and clothing.
 - 12.2.6 Follow guidelines of manufacturers provided with tools, when using tools.

12.3 By way of this agreement the following information is provided to plot holders:

12.3.1 There are no telephone facilities at the Allotments.

12.3.2 There are no first aid facilities provided by the Council at the Allotments.

12.4 Please report any accidents to the Association and the Council.

13. Personal Data

13.1 Any personal information such as name, postal address, telephone number and email address given for the purpose of an allotment agreement will only be used in relation to allotment matters and will not be disclosed to any other third party without your prior permission or unless the Council are required to do so by law.

13. Allotment Association

13.1 Tenants are automatically enrolled as members of the Godstone Allotment Association (the "Association").

13.2 Through the Association, Tenants have the option to join the National Allotment Association.

13.3 In order that the Association can effectively operate the Tenants email address should be provided to the Association(GodstoneAllotments@outlook.com)

I agree to comply with the terms of this agreement as set out above for the tenancy between 1 April 2025 and the 31 March 2026.
