

## UPPER RISSINGTON PARISH COUNCIL- ALLOTMENT LICENCE

THIS LICENCE is made on \_\_\_\_\_ BETWEEN

Upper Rissington Parish Council (herein called 'the Council')

AND

NAME: \_\_\_\_\_ (herein called 'the Tenant')

of ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

- A. The Council agrees to let the Tenant take on licence where the rent is reviewed annually the following Plot (herein after referred to as 'the allotment' on the Councils allotments site at Godfrey Field, Upper Rissington namely Plot No: \_\_\_\_\_

The Tenant acknowledges that he/she holds the allotment as Licensee only and that this Licence is terminable as herein after provided.

This Licence is subject to the Tenant accepting the following terms and conditions and they hereby agree to perform and abide by the same:-

1. The Tenant shall pay all rent due to the Council in respect of the allotment by the end of March each calendar year, such rent being payable in advance for the ensuing year (the final date of payment to be specified on the invoice rendered by the Council to the Tenant) and the rent per year shall be Thirty-Five Pounds (£35.00) for a half plot. In addition, if required, the Tenant shall play the Council a proportion of the water charge in respect of the whole of the Councils allotment site, such proportion to be solely determined by the Council as being fair and reasonable in respect of the allotment.
2. The Tenant shall keep the allotment as an allotment and for no other purpose without prior written consent of the Council.
3. The Tenant shall be resident within the Upper Rissington Parish Council or, at the discretion of the Council, be resident in an adjoining Parish.
4. The Tenant, at the time of allocation, shall not be a Licensee of an allotment in another other Parish.
5. Allotments will be allocated per household (as opposed to an individual) and only one allotment per household will be granted unless, and at the discretion of the Council, there be no waiting list.
6. The Tenant shall keep the allotment free from weeds and well manured and otherwise maintain it in a good state of cultivation and condition and shall keep any pathways included therein or abutting thereon free from weeds.
7. The Tenant shall not cause or permit any nuisance or annoyance or danger to the occupier of any other allotment or obstruct or encroach upon any path or roadway set out by the Council for use of occupiers of allotments within the allotment site.

8. The Tenant shall not cause any nuisance or annoyance or damage to the Councils Landlord or the owners or occupiers of any adjacent or neighbouring property and any loss or damage shall be made good by the Tenant at their own expense.
9. The Tenant shall not burn or dispose of by bonfire any rubbish or other materials of any description whatsoever on the allotment or any part of the allotment site.
10. The Tenant shall not sub-let or part with the possession of any part of the allotment without the prior written consent of the Council.
11. The Tenant shall gain access to the allotment site only by the designated path from Godfrey Field on foot only. Vehicles can access the site but only for pick up/drop off and must be removed in a timely manner. The Tenant must not leave any wheelbarrow or trailer or the like on such path or obstruct any access or driveways to properties or any lay-by adjacent to the said designated path leading to the allotments site.
12. The Tenant shall not without prior written consent of the Council erect any building or structure on the allotment and shall in regard to any building or structure for which consent has been granted by the Council erect such building or structure in accordance with plans or specifications (and materials specified therein) submitted by the Tenant to the Council and approved by the Council. Not more than one free-standing shed, with a maximum size of 8 feet by 12 feet, shall be permitted under this clause and the Tenant shall keep any such shed in a neat and tidy condition. The Tenant shall not construct or stand any compost making bin or the like out with the allotment without obtaining the Councils prior written approval as to the size, design and construction thereof.
13. The Tenant shall not erect any barbed wire fence on or enclosing the allotment or any part of the allotment site and shall keep to the designated footpaths within such site.
14. The Tenant shall not without prior written consent of the Council plant any trees or fruit bushes or crops that require more than twelve months to mature.
15. The Tenant shall not deposit or allow any other person or persons to deposit on the allotment any refuse or decaying matter (except manure and compost in such quantities as may be required for use in cultivation) or place any matter in the hedges surrounding the allotment site or deposit rubbish on or in any adjoining land and shall safely dispose of all chemicals and oils and fertilisers away from the allotment site. Chemicals, oils and fertilisers only of the type and quantity needed for the purpose of cultivation of the allotment shall be stored only in any shed erected on the allotment pursuant to sub-clause (9) above.
16. The Tenant shall ensure that any dog brought to onto the allotment site is securely on a leash and controlled appropriately at all times.
17. The Tenant shall not keep any animal, fowl or livestock of any kind upon the allotment without the prior written consent of the Council.
18. The Licence includes use of a shared shed. The Tenant shall share the space with other Licensees in a reasonable manner and ensure it is kept in a safe and tidy at all times.
19. The Tenant shall not erect any notice or advertising on the allotment.
20. The Tenant shall notify the Council of any change in his/her address.
21. The Tenant shall yield up to the Council the allotment at the termination of this Licence (by whatever means) in such condition as shall be in compliance with the terms, conditions and obligations herein contained.
22. The Tenant shall not:-

- a. Use the allotment so as to cause a breach of any public requirement
- b. Use the allotment for commercial or business use.
- c. Make application pursuant to any public requirement in relation to the allotment
- d. Without prejudice to the generality of any condition or obligation contained elsewhere in this Licence use the allotment in such a way as is dangerous, offensive, illegal or immoral.
- e. Share the occupation or use of or hold in trust for another or part with possession of assign or otherwise alienate the allotment or any part thereof.

23. The Tenant shall permit the Council or the Councils Landlord (or anyone authorised by the Council or Landlord) to enter the allotment or any part thereof either on two days' notice during normal business hours or in emergency at any time to do any of the following:

- a. Inspect the condition of the allotment and any building or structure thereon and its use
- b. Carry out works on the allotment or the allotments site which the Council or its Landlord is permitted to do
- c. Comply with any public requirement
- d. View the allotment and the allotment site with a prospective buyer, tenant or mortgagee
- e. Value the allotments site or any part thereof
- f. Install, repair, alter or carry out works to any service media serving the allotment, the allotment site or other neighbouring land

24. The Tenant shall observe and perform any special conditions which the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant under Clause D of this Licence.

B. THE COUNCIL hereby agrees that the Tenant, observing the conditions and obligation on their part contained in this Licence, may peacefully use and enjoy the allotment without any interruption by the Council or any person claiming under or in trust for the Council except as otherwise provided herein.

C. THIS LICENCE shall terminate on the death of the Tenant and may also be terminated in any of the following instances:

1. By either party giving to the other three months written notice to terminate.
2. By re-entry by the Council at any time after giving three months written notice to the Tenant on account of the allotment being required:-
  - a) For any purpose (not being the use of the same for agriculture) for which is has appropriated under a statutory provision
  - b) For building, mining or other industrial purpose or any roads or sewers necessary in connection with any of these purposes
  - c) By the Councils Landlord under the terms of the Lease under which the Council holds the allotments site.
3. By re-entry by the Council at any time giving one months' written notice to the Tenant if the rent or any part thereof or any other money payable by the Tenant hereunder is in arrears for not less than forty days whether legally demanded or not OR if it appears there

has been a breach of the conditions and obligations on the part of the Tenant herein contained OR if the Tenant shall become bankrupt or compound his creditors.

D. ALL NOTICES hereunder shall be in writing and any Notice required to be given by the Council to the Tenant may be signed on behalf of the Council by their Clerk or Proper Officer for the time being and may be served on the Tenant either personally , or by leaving it at their last known place of abode, or by prepaid post addressed to them there, or by email, or by fixing it in a conspicuous manner on the allotment AND any Notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post, or email, to the Clerk or Proper Officer of the Council for the time being.

I THE PREVIOUSLY NAMED TENANT AGREE TO ABIDE BY THE ABOVE TERMS,  
CONDITIONS AND OBLIGATIONS

Signed by the Tenant \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of Upper Rissington Parish Council by

\_\_\_\_\_ Clerk/Proper Office/Councillor