

This agreement is between Walton Community Council (the Council) and the tenant of an allotment garden under the Council's ownership as detailed below. Both parties agree to abide by the following terms and conditions:

1. The Council shall let to the tenant the Allotment Garden (Plot No.) ..... in the Council's Allotment Register on .....Allotment site for one year commencing on the 1st day of October of any year.
2. The tenant shall pay a yearly rent set by the Council and be entitled to a 50% discount on full rate on lodgement of proof of receipt of a qualifying state benefit. Payable in full within 30 days of receipt of the allotment garden invoice. Any costs incurred by the Council in the re-presenting of cheque payments is payable by the tenant
3. The Allotment Garden is for the cultivation of fruit, vegetables and flowers for personal use and consumption. No business or trade is permitted.
4. LIVESTOCK: Permission to keep hens is to be obtained from the Council. Dogs are permitted entry to the Allotment Garden only on a leash or restraint and kept restricted and restrained to/on their owner's plot. Any fouling to be disposed off-site from the Allotment Garden.
5. The tenant shall reside within the area served by Walton Community Council during the tenancy and preference will be given to residents who do not already tend an Allotment Garden.
6. During the tenancy, the tenant shall:
  - a) keep the Allotment Garden reasonably tidy and in a good state of fertility and cultivation;
  - b) not assign the tenancy nor sub-let any part of the Allotment Garden;
  - c) ensure that the dimensions of any structure not used for protection of growing of crops on the Allotment Garden does not exceed 8 foot x 6 foot (2.44 x 1.83m) and only non-glass alternatives may be used in any permitted structure; bases should be slabs laid on a sand base.
  - d) not fence the Allotment Garden higher than 4 foot (1.25m)
  - e) ensure that their plot is kept weed free and is maintained weed free thereafter
  - f) ensure that on site water is used for irrigation of the Allotment Garden and livestock only.
  - g) fruit trees/fruit bearing bushes are permitted within 4 foot (1.25m) of the boundary. No other type of tree, shrub, hedge or bush may be planted.
  - h) not cut, lop or fell any tree growing on the Allotment site. Tenants are permitted to cut, prune, safely lop or fell trees on their own plot.
  - i) not take, sell or carry away any soil, material, gravel, sand or clay;
  - j) not deposit any waste or materials from outside the Allotment Garden on-site. All non compostable material must be removed from the site immediately at tenants' own expense.
  - k) ensure that sewage sludge is not used on any Council Allotment Garden;
  - l) acknowledge that no vehicles or trailers is allowed on paths or ridings unless for the purpose of delivering or removing large or heavy items or material;
  - m) ensure that no motorised vehicle is stored on-site;
  - n) ensure that they use the parking facilities provided.

- o) ensure no personal injury or damage to any person/property in the Allotment Garden;
  - p) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees and agents.
  - q) not obstruct or allow the obstruction of any of the paths, roads, ridings to allow for ease of access
  - r) maintain a gap between any boundary fence and a structure or planting to allow for maintenance and inspection by the Council
  - s) not share padlock codes.
7. The tenant is not permitted to burn any material on site.
  8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
  9. The Council shall pay all rates, taxes, dues or other assessments charged.

**TERMINATION OF CONTRACT**

10. Council may terminate the tenancy by serving **twelve months' written notice** to quit:
  - a. expiring on or before the 29th day of September in any year
  - b. or if the tenant lives outside the area served by Walton Community Council.
11. Council may terminate the tenancy by serving **one month's written notice** to quit. No rental monies will be refunded:
  - a. the rent is in arrears for 40 days
  - b. the tenant has not observed the terms and conditions referred to in this contract.
12. The termination of the tenancy by the Council in accordance with clause 10 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
13. The tenant may terminate the contract by serving on the Council not less than **two months written notice** to quit.
14. On tenancy termination, the tenant shall remove any structure erected, including any base or hard-standing in the Allotment Garden.
15. Any termination notice required by this tenancy contract shall be sufficiently served if sent by registered post to the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Parish Manager.
16. Tenant must ensure their current contact details are up-to-date and must notify the Council Parish Manager within 28 days of any changes occurring.



Signed by :  
**Walton Community Council** **Date:**  
**MK Snap, 20 Bourton Low, Walnut Tree, Milton Keynes, MK7 7DE**

Signed by : .....(Tenant) .....(Date)