

# An Agreement

Made this day of **xx<sup>th</sup> xxxx** 2022

Between Salford Priors Parish Council (hereinafter called the Council) of the one part and **XXXX** (hereinafter called the Licensee) of the other part whereby the Council agree to let and the Licensee agrees to hire an Allotment Garden from the **XXXX** 2022 the Allotment Garden numbered Plot **X** in the Register of Allotment Gardens provided by the Council and containing or thereabouts 250 square metres [subject to the exceptions and reservations contained in the Lease under which the Council hold the land] at the yearly rent of £60.00 payable annually and at a proportionate rent for any part of a year over which the licence may extend. The rent is subject to review by the Council each year. The Licensee shall in addition to the rent payable pay a deposit sum of £50.00 to the Council which deposit shall be returned to the Licensee on the termination of the licence and the handing back of the Allotment Garden[s] in accordance with the terms of this Agreement.

The licence is subject to the following conditions:-

1. The rent shall be paid on the thirtieth day of April each year.
2. The Licensee shall use the Allotment Garden[s] wholly and solely for the production of vegetable and fruit crops for consumption by the licensee or his family or for growing flowers for the enjoyment of the licensee or his family. No allotment garden will be used for residential purposes or trade or business purposes as defined by the Agricultural Holding Act 1987.
3. The Licensee shall not underlet, assign, or part with the possession of the Allotment Garden[s] or any part thereof, without the written consent of the Council.
4. The Licensee shall keep the Allotment Garden[s] clean and in a good state of cultivation and fertility and in good condition.
5. The Licensee shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
6. The Licensee shall be responsible for maintaining the grass strips adjacent to the Allotment Garden[s].
7. The Licensee shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay from within the whole area of the allotment field.
8. The Licensee shall keep every hedge that forms part of the Allotment Garden[s] properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any gates on the Allotment Garden[s]. Such fences and hedges shall not exceed

1m. in height and shall be natural coloured and not constructed from plastic material or barbed wire.

9. The Licensee shall not erect any building or structures, whether permanent or temporary on the Allotment Garden[s]
10. The Licensee shall not store on the Allotment Garden[s] any chemicals necessary for gardening purposes on site under any circumstances. Where chemicals are used, manufacturer's instructions regarding use, mixing, safety, and disposal must be followed at all times. The Council recommends that organic alternatives should be used whenever possible in preference to chemicals, and discourage the use of phosphates. Flammable liquids, materials or nitrates should not be stored on the Allotment Garden[s]
11. The Licensee shall not bring or cause to be brought into the allotment field of which the Allotment Garden[s] forms part any dog, unless the dog at all times is under the full control of the Licensee, and on a lead.
12. The Licensee shall at all times ensure the Allotment Garden[s] are kept in a reasonably tidy state and prevent the spread of injurious weeds as defined in the Weeds Act 1959
13. The Licensee shall not deposit or allow any other person to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place anything in the hedges or ditches in the allotment field of which the allotment garden forms part.
14. The Licensee shall not use or permit the use of hosepipes irrigation equipment or sprinklers of any kind. Any water containers to be provided on the Allotment Garden[s] shall be subject to prior approval by the Council.
15. No bonfires are permitted in any circumstances and all vegetable waste should be composted on site.
16. The Licensee shall not keep any livestock on the Allotment Garden[s].
17. The Licensee shall not use any optical or audio devices for the purpose of scaring birds from the Allotment Garden[s].
18. No trees other than fruit trees may be grown on the Allotment Garden[s].
19. The Council shall not be responsible for any damage or theft on the Allotment Garden[s] to persons or property.
20. All vehicles must be parked in consideration to allotment holders and the general public.
21. The Licensee shall, as regards the Allotment Garden[s], observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden[s].
22. The licence of the Allotment Garden[s] shall terminate on the *yearly* rent day next after the death of the Licensee, and shall also terminate whenever the licence or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:-

1. If the rent is in arrears for not less than 40 days; or
2. If the Tenant is not duly observing the Rules affecting the Allotment Garden[s], or any other term or condition of this Agreement, or if the Licensee becomes bankrupt or compounds with his creditors.
3. The licence may also be terminated by the Council or Licensee by giving:
  - a) One month's notice for a serious breach of conditions
  - b) Three month's notice for a general breach of conditions

23. It is further agreed that:

1. The Council reserve the right to disconnect the water supply without notice at any time.
2. The Licensee shall yield up the allotment garden at the determination of the tenancy created by this Agreement in such condition as shall be in compliance with the terms contained in this Agreement, and to the Council's satisfaction.

Underhand  
Authorising Officer of the  
Council

Signed   
Authorising Officer of the Council

Date.....

Signed.....  
Licensee

Date.....