

CHADDESLEY CORBETT PARISH COUNCIL
ALLOTMENT AGREEMENT
EFFECTIVE 1 JANUARY 2014



THIS LICENCE is made on the 1st day of January 2014 between Chaddesley Corbett Parish Council (the Council);

and
of ('the licensee') by which it is agreed that:

1. The Council shall let to the licensee the Allotment Plot situated off Fishers Lane, Chaddesley Corbett and referenced as Plot in the Council's Allotment Register.
2. The Council shall let the Allotment Plot to the licensee for a term of one year commencing on the 1st day of January 2014, and thereafter from year to year, unless determined in accordance with the terms of this Licence.
3. The licensee shall pay a yearly fee of £ whether demanded or not, which shall be payable in full within 30 days of 1 January 2014 and every year after the first year of the licence within 30 days of the 1 January.
4. The licensee shall use the Allotment Plot only for the cultivation of fruit, vegetable and flowers for use and consumption by their family. Non cultivation of the plot could results in termination of the licence.
5. The licensee shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers on the Allotment Plot.
6. During the period of the licence, the licensee shall :
 - a) keep the Allotment Plot clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Plot;
 - c) not keep livestock or poultry on the Allotment Plot;
 - d) not import any materials onto the allotment site which could have a detrimental effect on the soil and shall not dispose of any such materials on the site;
 - e) not assign the licence nor sub-let or part with the possession of any part of the Allotment Plot;
 - f) the licensee shall not erect a shed, greenhouse or other building or structure on the Allotment Plot without first obtaining the Council's written consent and if appropriate planning permission;
 - g) not fence the Allotment Plot without first obtaining the Council's written consent;
 - h) maintain and keep in good repair the fences and gates forming part of the Allotment Plot;
 - i) trim and keep in decent order all hedges forming part of the Allotment Plot;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) not cut, lop or fell any tree growing on the Allotment Plot without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present on the Allotment Plot with or without the licensee's permission does not suffer personal injury or damage to his property;

- m) permit an inspection of the Allotment Plot at all reasonable times by the Council's employees or agents;
 - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Plot or the Allotment Plot of another;
7. The licensee shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Plot and other allotment Plots let by the Council and made from time to time.
 8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Plot.
 9. The Council shall be responsible for paying the water rate charges relating to the site and currently do not charge for this facility. However, the Council reserves the right to review this arrangement at the beginning of each financial year.
 10. The licensee is not allowed to store chemicals or dangerous substances on the allotment site.
 11. The Council does not accept responsibility for personal possessions stored on the allotment site.
 12. The Licence may be terminated by the Council serving on the licensee not less than six months' written notice to quit.
 13. The Licence may be terminated by the Council by service of one month's written notice on the licensee if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the Licence if the licensee has not observed the rules referred to above.
 14. The Licence may be terminated by the licensee by serving on the Council not less than two months' written notice to quit.
 15. On the termination of the Licence, the licensee shall remove any shed, greenhouse or other building or structure erected on the Allotment Plot unless the Council agrees otherwise which shall be confirmed in writing to the licensee. The Plot should be left in a tidy condition.
 16. Any written notice required by the Council shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the licensee shall be addressed to the the Parish Council Clerk.
 17. The Parish Council will notify licensees of potential increases in fees at least six months in advance.

Signed by

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The Licensee

and

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Clerk to the Parish Council
Contact details: Telephone 01299 851654
E:Mail: clerk@chaddesleyparishcouncil.org.uk