



WINTERTON PARISH COUNCIL

Village Hall, King Street, Winterton-on-Sea,
Tel: 07918 978921; Email: clerkwinterton@gmail.com

ALLOTMENT HOLDERS' AGREEMENT AND INVOICE

This agreement made the 1 January 2023 between Winterton on Sea Parish Council (hereinafter called the Council) and (xxxxxxx), e-mail Plot No(s) xxxx (Hereinafter called the Tenant) by which it is agreed that: -

1. The Council shall let to the Tenant for him/her to hold as a tenant from year to year the Allotment Garden(s) (being part of the Allotments provided by the Council at Winterton on Sea) and numbered 1 in the Council's Allotment Register.
2. The Tenant shall pay a yearly rent by the date specified on the renewal invitation each year. Such payment shall be payable within one month of the commencement of the tenancy.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than three months written notice to quit.
4. The Tenant shall reside in the Parish of Winterton on Sea during the continuance of the tenancy unless the Parish Council give permission to retain a plot. Consideration will be given to people who do not live within the parish however, residents may be given priority.
5. The Tenant shall during the tenancy carry out the following obligations: -
 - (a) The allotment garden shall be kept in a clean, decent and good condition and properly cultivated. If cultivation has not commenced by May 1st in any year and without prior consent from the Council it shall be deemed that the agreement has been broken and the allotment will be reallocated.
 - (b) No nuisance or annoyance shall be caused by the Tenant to any tenant of any other part of the allotments provided by the Council.
 - (c) No livestock other than a reasonable number of poultry and/or rabbits under your control shall be kept on the allotment (maximum to DEFRA Regulations). Such livestock shall be caged in such a manner that it is not possible for them to stray from the plot to which they are confined.
 - (d) The Tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the allotment garden.
 - (e) The Tenant shall not erect any sheds, buildings or other permanent structure on the allotment garden nor fence the garden without first obtaining the written consent of the Council.
 - (f) The Tenant shall maintain in decent order all fences and ditches bordering the allotment garden and trim and keep in order all hedges forming any boundary of the allotment garden.
 - (g) The Tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the allotment garden.
 - (h) The Tenant shall cultivate the allotment garden for, and shall only use it for, the production of fruit, vegetables and flowers for domestic consumption for himself and his family. Consent must be obtained on an annual basis from the Council before any deviation of this rule. The Council will charge a levy £7.00 for any tenant wishing to sell their produce.
 - (i) The Tenant shall not obstruct or permit the obstruction of any paths on the allotment set out for the Tenants of the allotment gardens.
 - (j) The Tenant shall permit inspection at all reasonable times of the allotment garden by the Allotment Committee of the Council.
 - (k) All substances hazardous to health shall be kept in locked metal containers.
 - (l) Bonfires may only be lit according to current regulations.
6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment gardens.
7. If the Tenant shall have been in breach of any of the foregoing provisions of this agreement, with the exception of 5 a) above, for a period of one month or longer, the Council may re-enter upon the allotment gardens and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of re-entry but remaining unpaid.
8. At the end of a tenancy, for whatever reason, the plot shall be offered as a tenancy to the next resident on the waiting list. Plots that are relinquished must be returned in good state.

9. On termination of this tenancy the Tenant shall be entitled to receive such compensation as is provided for by the Allotment Acts 1908-1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the allotment garden the tenant shall before claiming any compensation from the Council give to it in writing of the matters in respect of which any such compensation has been paid or promised.
10. Any notice required by this agreement to be given to the Council shall be delivered to or sent by post/email to the Clerk to the Council and any notice to be given to the Tenant shall be treated as sufficiently served if left or delivered by recorded delivery post to the Tenant.
11. The terms of this agreement are accepted by both parties once payment is made.

INVOICE - 2023

Plot cost: The price for 2023 for your plot is £xxxx

Please note that from January 1st 2024 your plot fee will increase by 10%.

Selling Produce: If applicable please add a payment of **£7.00** to your plot cost if you wish to sell produce and you agree to the levy set by the Parish Council.

Water charge: If you would like to use and access the allotment water supply, please add a further payment of **£10.00** for the year if you agree to the charge set by the Parish Council.

Please make payment to Winterton Parish Council by Bank Transfer:

Account name: Winterton-on-Sea Parish Council
Sort code: 60-83-01 (Unity Trust)
Account: 20380674

If you wish to pay by cheque, include your name and plot number and post it to the clerk's home address:

58 Hercules Road
Norwich
NR6 5HH

Samantha Bromley | Clerk to the Parish Council clerkwinterton@gmail.com