



Up Holland Parish Council

**Clerk: Mrs Elizabeth-Anne Broad JP, LLB(Hons), MA, CiLCA
1 Pinewood, Skelmersdale, Lancashire, WN8 6UZ
Telephone: 01695 557678 Mobile: 07973340254
e-mail: clerk@uphollandpc.gov.uk**

General Conditions under which allotment gardens are rented from the Council

The tenants of an allotment garden shall agree to comply with the following conditions:-

1. The tenant shall keep the allotment garden clean and in a good state of cultivation.
2. The tenant 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 allotment holders.
3. The tenant shall not underlet or part with the possession of the allotment garden or any part of it.
4. The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees on the outer boundaries of the allotments, or take, sell or carry away any mineral, gravel, sand or clay.
5. The tenant shall not connect a hosepipe to any water tap provided. Water butts must not be sunk or sited in such a manner as would constitute danger, particularly to children.
6. The tenant shall not, without the written consent of the Council, erect any shed, greenhouse or other building on the allotment garden.
7. The tenant shall keep all ditches properly cleansed and maintained and keep in repair any other fences and any gates on the allotment site other than those which are identified as the responsibility of the Parish Council. No barbed wire shall be used anywhere on the allotment site.
8. The tenant shall not plant trees on the allotment. Soft fruit bushes and/or hedges, where grown, must not be allowed to obstruct pathways and must be kept properly cut and trimmed to avoid their becoming unsightly and /or them restricting sunlight to another allotment. Height to be limited to 5' or less.

9. The tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council own the land.
10. The tenant shall observe and perform any other special condition which the Council consider necessary to preserve the allotment garden from deterioration and of which notice to applicants for the allotment garden is given in accordance with these rules.
11. The tenant shall not take any dog upon the allotment garden unless it is kept under proper control.
12. The Tenant shall not keep any livestock on the allotment garden.
13. The tenant shall not use chemical sprays on any path provided by the Council for the use of the occupiers of the allotment gardens.

Conditions relating to the Tenancy

1. **Payment of Rent**
The rent for an allotment garden shall unless otherwise agreed in writing be paid annually on the 1st October.
2. **Power to inspect allotment gardens**
Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden or carry out work thereon on behalf of the Council.
3. **Termination of a tenancy of an allotment garden**
The tenancy of an allotment garden shall be terminated by the Council or the tenant by 12 months notice in writing expiring on a date between the 29th September in one year and 6th April in the following year. It may also be terminated by the Council by re-entry after one month's notice; (a) if the rent is in arrears for not less than 40 days after it falls due; or (b) if a tenant is not duly observing the rules affecting the allotment garden, or any other terms and conditions of the tenancy, or if the tenant becomes bankrupt or compounds with his creditors. The tenancy shall also terminate, unless otherwise agreed in writing, on the next rent day following the death of the tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates.
4. **Service of Notice**
Any notice may be served on a tenant either personally or by leaving it at his last known place of abode or by ordinary or recorded delivery addressed to him there or by fixing the same in some conspicuous manner on the allotment garden.

5. **Termination of Tenancy**

On termination of the tenancy to remove all growing crops, fruit trees, bushes, all fencing and buildings erected by the Tenant and level and restore the land within 14 days of such termination. If the tenant shall fail to comply with this clause the Council shall become the owner of all property as aforesaid and shall have the right to dispose of it as the Council shall determine.

6. **Loss or damage**

The Council shall not be liable for any loss of or damage to any growing crops or other property of the tenant on the allotment whether caused by trespass theft or any other cause whatsoever except in so far as the same shall be caused by the Council.

7. **Acceptance of Conditions**

There can be no introduction of a new tenancy agreement or renewal of tenancy where the allotment tenant has not intimated in writing that the aforementioned conditions have been accepted.