

**GAINSBOROUGH ALLOTMENTS**  
**ALLOTMENT POLICY, TENANCY AGREEMENT**  
**and REGULATIONS for 2024**



1. The Parish Council agrees to let, and the Tenant agrees to take the plot(s) on a yearly tenancy which ends on 31<sup>st</sup> December each year. Each tenant shall be entitled to a renewal of the tenancy (except where the tenant has been served with a notice to quit).
2. The tenant agrees to pay Milborne Port Parish Council an annual rent which is to be paid in January each year. Full payment is due on issue of the agreement and rent demand and is non-refundable. The rent is subject to annual review by the Parish Council.
3. New tenants shall pay a £75 deposit, refundable at the end of the tenancy period after the plot has been cleared of any items, e.g. equipment, rubbish, shed (if not required by the next tenant).
4. The tenancy may be terminated by either party to this agreement serving on the other not less than one month's written notice of termination.
5. REGULATIONS:  
The tenant shall abide by the regulations set out below – which may be reviewed and if necessary, amended by the Parish Council from time to time:
  - a) The allotment garden shall be kept in a clean and good condition and properly cultivated.
  - b) Materials such as carpet must not be used to cover plots or parts of plots; plastics or other materials used to suppress weeds must be removed from the site or stored in sheds when not in use.
  - c) All rubbish/unwanted/discarded items must be removed from the site.
  - d) Paths and walkways adjacent to the tenant's plot must be maintained by the tenant in a clear and tidy state, and free of nuisance weeds which might affect other tenants. Number posts must not be removed and must remain visible.
  - e) No nuisance or annoyance shall be caused by the tenant to any other tenant or neighbour, or any other part of the allotments provided by the Council.
  - f) No livestock (including beehives) or poultry of any kind shall be kept on the allotment.
  - g) Any dog brought onto the allotment must be always kept on a lead and must not be allowed to cause a nuisance. Any fouling must be cleared away by the person accompanying the dog.
  - h) The tenant must not sub-let or part with any portion of the plot.
  - i) The tenant shall not erect any building or other structure (e.g., a shed or a fence) on the allotment without first obtaining the written consent of the Parish Council; no structure can be built onto a concrete base. Any structure erected by the tenant should be kept in good order and should be removed by the tenant if it falls into disrepair or if the tenant vacates the plot.
  - j) The tenant shall cultivate the allotment for, and shall use it only for, the production of vegetables, fruit and flowers for domestic consumption. He/she shall not sell any part of the produce to another person.
  - k) The tenant shall permit the inspection at all reasonable times of the allotment by any officer or member of the Parish Council.

- l) The tenant shall not obstruct or permit the obstruction of any of the paths on the allotments set out for the use of the tenants of the allotments.
  - m) Tenants bringing cars on to the allotment field shall park only in the dedicated parking area. Tenants may drive occasionally onto the main pathways to deliver equipment/compost etc. but must not leave their car here for any length of time.
  - n) Sprinklers and hosepipes are strictly prohibited.
  - o) Should excessive water be used, the cost may be reflected in the following year's rent.
  - p) Tenants using pesticides must do so with care and only when conditions are suitable; the application of herbicides/fungicides must only be undertaken in calm conditions and must not be allowed to contaminate other plots in any way.
  - q) Tenants must ensure that no ragwort or other invasive/potentially toxic weed is allowed to grow on plots or pathways and if any does grow that it is removed immediately and disposed of appropriately so that it cannot spread or pose a threat to animals, i.e. rotted down in a compost bin with a lid or burnt under safe conditions.
  - r) Tenants must employ measures to discourage rats/other vermin to nest and breed in compost bins, sheds, etc; no plant material should be left at the edge of plots/hedgerows but must be removed from site or properly composted on site.
  - s) All water butts must be kept covered.
  - t) Bonfires will only be permitted in containers and due consideration should be made to other allotment holders and users of the recreation field. Fires should be always attended.
  - u) Priority for the issue of allotments will always be given to residents of the parish, and at the discretion of the Parish Council.
- 6 The Parish Council shall pay all rates and dues which may at any time be levied or charged upon the allotments.
  - 7 The Parish Council will undertake to keep the main pathways maintained to a good standard.
  - 8 If the tenant is in breach of any of the foregoing provisions of this agreement, the Parish Council has the right of re-entry on the allotment and the tenancy will thereupon terminate, 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 such re-entry but remaining unpaid.
  - 9 Any notice required by this agreement to be given to the Parish Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or posted to the address provided by the tenant.
  - 10 If a tenant leaves the village, the Parish Council may require tenants to vacate their allotment plot.

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