

Allotment Agreement

This agreement is made on 1 January 2023 between:

1. Salisbury City Council (hereinafter referred to as 'The Council')

And

2. The Tenant

Whereby it is agreed as follows:

The Council agrees to let and the Tenant agrees to take the Allotment Garden specified in the First Schedule below on a yearly tenancy from 1 January 2023 to 31 December 2023.

This is subject to the Tenant adhering to the terms and conditions specified and subject to the Tenant paying the agreed rent to Salisbury City Council within the terms of the invoice.

The Council shall pay all rates and taxes in respect of the Allotment Garden.

Allotment Fees for 2023 - (Price per Rod = £9.20)

Four Rod Plot = £36.80
Five Rod Plot = £46.00
Seven Rod Plot = £64.40
Ten Rod Plot = £92.00

Invoicing

- Invoices are issued to tenants during January and February.
- Payment will be required within 30 days of the invoice date. Failure to make payment within these terms risks termination of the tenancy.
- All tenants are asked to provide their email address for receipt of their invoices to support the Council in its efforts to reduce paper and postage in support of our green credentials.

Tenant Terms and Conditions - Occupancy

TO KEEP YOUR SITE SECURE, PLEASE KEEP THE GATE LOCKED

1. The Tenant shall keep his entire Allotment Garden at all times clean; free from weeds and cultivated in a proper, garden-like manner.
2. The Tenant shall not sub-let; under-let; or assign; or part with possession of the Allotment Garden or any part thereof.
3. If the Tenant wishes to reduce the size of the plot, please notify Salisbury City Council in December 2023. Any alterations to plot size, which are approved by the Council, will occur at renewal on 1 January 2024.
4. Please be aware that some Allotment Sites in the City may flood during winter months.
5. The Tenant shall not erect on the Allotment Garden any building or structure exceeding six feet by four feet in floor area and six feet six inches to the eaves. Buildings or structures permitted under these restrictions are to be dark in colour and maintained in

good condition by the Tenant to the satisfaction of the Council. Sheds must be made rat-proof i.e. holes should be blocked and regular checks should be made to ensure that rats are not living underneath sheds or taking up residence in your greenhouse.

6. The Tenant may bring a well behaved dog on a lead on their Allotment Garden. Please be aware that it is an offence not to clear up after your dog.
7. The Tenant may apply to keep livestock on their plot after a period of six months. Cockerels are not permitted.
8. The use of hosepipes and sprinklers is prohibited on all Allotment Sites.
9. The use of chemical herbicides, insecticides, pesticides or fungicides are not recommended on allotments.
10. The Tenant shall not deposit, bring or use on the Allotment Garden any offensive matter. Including carpet, rubber tyres, chemical drums and large numbers of plastic containers.
11. Tenants are currently permitted to have bonfires on Wednesdays and Saturday mornings only. Bonfires are permitted for the burning of garden waste only. Anyone found to be burning any other materials will be reported to Wiltshire Council and is subject to having their tenancy revoked. Bonfires must be attended at all times with due care and regard – under no circumstances should a lit bonfire or a smouldering bonfire be left unattended.
12. Tenants shall not use their compost bin to dispose of household waste as this will attract rats. Compost bins should be raised off the ground and given a small gauge wire mesh lining at the base or placed on paving slabs to prevent rats from burrowing in underneath.

Compost should be turned regularly to ensure rodents do not use it for nesting.
13. The Tenant shall not pilfer, trespass upon or injure the crops on any other Allotment Garden.
14. The Tenant shall not cause, permit or suffer any nuisance or annoyance to the occupier of any other Allotment Garden and shall keep clean and tidy and in good order the hedges, paths and roads adjoining their Allotment Garden. Moreover, the Tenant shall not cause, permit or suffer any nuisance or annoyance to any properties neighbouring his Allotment Garden or neighbouring the allotment site.

Tenant Terms and Conditions – Vacating the Allotment

1. At the end of the tenancy, the Tenant must vacate the plot by the tenancy end date, that being 31 December of that year, unless the Tenant intends to renew their Tenancy Agreement for the following year.
2. Upon vacating the Allotment Garden, the Tenant is responsible for clearing the plot and any buildings or structures therefrom. The cost of any work carried out by the Council due to the Tenant's failure in this respect will be charged to the out-going Tenant.
3. If a Tenant moves out of the Parish, they must notify Salisbury City Council and will be permitted to keep their plot for one year before handing it back.
4. A Tenant is permitted to vacate their allotment by writing or emailing the Allotments Officer (dcox@salisburycitycouncil.gov.uk) to notify them of the date of vacation. At least one month's notice must be given to terminate the tenancy. No refund of the Allotment fee will be given.

5. This Agreement 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 30 days; or
 - b. If the Tenant is not duly observing any of the terms or conditions of his tenancy.

Unless the terms of this schedule indicate or state otherwise, this Agreement shall be subject to the provisions of the Allotment Acts 1908 to 1950.

Signed for and on behalf of Salisbury City Council:
Mostyn Coombes
Parks Manager