Allotment Tenancy Agreement and Rules for the Community Allotment

This Agreement is subject to the following terms and conditions:

Purpose of the Community Allotment

The land designated as the Community Allotment may only be cultivated with fruit trees, edible nuts, berries and suitable pollinators for the purpose of community engagement, education, recreation and mental well-being. Materials will not be used on the land which could be hazardous to visitors and the protection and well-being of wildlife.

Tenant

The Tenant is Grayshott Community Orchard (GCO), a properly constituted not for profit organisation established to develop an orchard for the benefit of Grayshott and other residents.

Period of Agreement, Rent and other charges

This Agreement shall remain in force on an ongoing basis at an annual rent of £Nil, subject to review every two years to confirm that it remains suitable for both parties, or earlier where a significant change in circumstances warrants such review, including if membership fees are charged by the Tenant.

Other charges may be levied based on the actual usage, or fair usage, of services:

- Water-for mains water usage - actual charge based on metered usage of supply to the Community Allotment or actual charge based on water consumption more than the total Beech Allotment usage for the year 2022/3 at prevailing usage rates where a specific meter is not fitted at the Community Allotment.
- Water/Electricity - if a dedicated natural water supply is pumped to the Community Allotment for storage and use then actual or estimated power usage to facilitate the supply may be chargeable.
- Pest Control - pest control services dedicated to the Community Allotment or deemed caused by the Community Allotment may be chargeable.
- Other services incurred by the Parish Council/Beech Allotment trustees on behalf of the Tenant may be chargeable.

Conditions of the Agreement, including Termination

- The land will be actively worked, maintained in good order and used for the stated purpose of the Community Allotment. If there is evidence that the Tenant is not actively managing, maintaining or using the land for that purpose, the Parish Council shall have the right to terminate this Tenancy Agreement by giving the Tenant no less than six months written notice. No compensation or other payment shall be payable to the Tenant as a result of such termination.

- Should the Tenant wish to cancel the Agreement then six months' notice in writing must be given to the Parish Council. Prior to termination the Tenant will restore the land to original condition except for planted trees and hedges, or such other state as agreed with the Parish Council.
- The Tenant shall not permit the Community Allotment to be used for the purpose of overnight accommodation, trade, business or any activity incompatible with the stated purpose of the Community Allotment.
- The Tenant must not take, sell or carry away any mineral, gravel, sand or clay.
- The Tenant must not burn rubbish in the Community Allotment area to cause nuisance to occupants of nearby dwellings
- The Tenant shall not tip non-compostable rubbish on the Community Allotment, the footpaths or any place within the confines of the Community Allotment site boundary.
- The Tenant must not cause any nuisance or annoyance to other allotment holders or obstruct any path set aside by the Parish Council for the use of other allotment holders.
- No livestock or poultry of any kind shall be kept upon the Community Allotment.

Assignment and subletting

- The Tenant shall not assign or sublet the Community Allotment either in whole or in part without prior permission of the Parish Council.

Access

- The land designated as the Community Allotment is for the benefit of the Community. The area of land must not be subject to any restriction of access. Any gates erected by the Tenant (with prior permission of the Parish Council) should not be locked except where necessary to address a health and safety risk and if so, should be reported as soon as practicable to the Parish Council.
- At least one point of access to the land must be accessible and wide enough for wheelchairs and pushchairs.
- Any member or Officer of the Parish Council shall be entitled at any time to enter and inspect the Community Allotment
- Vehicular access, restricted to the transportation of trees, fertilisers, tools and other equipment essential to the purpose of the Community Allotment shall be via the track which runs below the north end of the Sports Field.

Infrastructure

- The Tenant must not use barbed wire on the site.
- The Tenant must not erect any building, structure, storage facility or other installation, or carry out any capital improvement on the Community Allotment,

without the prior written consent of the Parish Council, such consent not to be unreasonably withheld. Any approved building, structure, storage facility, installation or improvement must be of a size, construction, materials and location approved in advance by the Parish Council.

- The Parish Council will undertake regular surveys of the trees on site as part of its policy of wider tree maintenance on Council owned land.
- The Tenant may undertake minor maintenance of trees and boundary hedges on the land following prior advice to, and approval by, the Parish Council.

Water Conservation

- Any water supply, be it mains fed or natural, will be subject to seasonal restrictions and will be available 1 March to 31 October.
- Sprinklers must not be used.
- Hoses are permitted but must be attended and should not prevent other tenants having access to water supplies.

Insurance and Liability

All persons entering the Community Allotment site or using any machinery or equipment, from wherever sourced, do so at their own risk. The Council, its members, officers and agents accept no responsibility for any accident or personal injury (including injury resulting in death) to such persons however caused and accept no responsibility for loss and/or damage to property howsoever caused.

The tenant undertakes to have, at all times, public liability insurance, employee liability insurance (or such cover to include volunteers) and any other insurance the tenant deems appropriate. Evidence of insurance must be provided to the Parish Council annually.

This agreement is made between Grayshott Parish Council as trustees of Beech Allotments and Grayshott Community Orchard (GCO) in respect of land known as the Community Allotment.

Grayshott Community Orchard	**Grayshott Parish Council as trustees of Beech Allotments**
Name	**Name**
Position	**Position**
Date	**Date**