

FLAMBOROUGH PARISH COUNCIL
ADVICE NOTE FOR TENANTS

Notice of Special Conditions under the terms of paragraphs 2.23 and 5 of the Tenancy Agreement.

1. **Sheds and Greenhouses:** Permission must be sought in writing and granted by the Council for any shed or greenhouse before any such work commences. Sizes are to be 8 ft x 10 ft maximum, the materials used to be specified to the Council at the time of writing for permission. No concrete bases are to be used and any sheds/greenhouses must be removed by the tenant from the site on termination of tenancy. This was agreed by the Council on 21st January 2004.
2. **Fruit Trees:** Permission must be sought in writing and granted by the Council before the planting of any trees on the allotments. Fruit trees must be bush/dwarf/cordon types and there should be a maximum of 6. These should not be planted near ditches and must be removed on termination of tenancy. This was agreed by the Council on 19th April 2004.
3. **Livestock:** Permission must be sought in writing and granted by the Council before any livestock permitted under the terms of the Allotment Act 1950 are kept on the allotment site under the terms of the Tenancy Agreement. Hens should be for domestic use only and no cockerels should be kept on site. Permission should also be sought for any shed/pen, which must be removed on termination of tenancy.
4. **Vermin:** To prevent vermin, any foodstuff kept on the allotments should be kept in sealed and rodent proof containers. Any tenant who is aware of the presence of vermin should inform the Council immediately so the situation can be monitored.
5. **Bonfires:**
 - Tenants should not burn rubbish on the allotment field – paragraph 2.13 of the Agreement
 - Any person caught causing nuisance by bonfire will be given Notice to Quit immediately in accordance with Paragraph 4.2.c of the Agreement – the series of site management letters will not apply in the case of bonfires and NTQ will be immediate. Agreed by the Council on 3rd October 2011.
 - Any expenses incurred by the Parish Council due to damage caused by fire will be recovered by the Parish Council from the tenant responsible. Agreed by the Council on 3rd October 2011.
6. **Water Use:** Please do not leave the taps running on the site and make sure there are no taps left running during the night. The water has to be paid for. Any leaks should be reported to the Council immediately. Hosepipes should not be used as per the Tenancy Agreement.
7. **Gates:** Tenants with keys, please ensure the gates to the site are locked at night to try to prevent any intruders/vandals or incidents occurring. Any unusual activity, incidents or damage should be reported to the Council so that the situation can be monitored. Keys must be handed back to the Council at the end of the tenancy.
8. **Site Management Letters:** A series of letters were approved and agreed by the Council on 3rd November 2003. After site visits, letters will be sent to tenants who are in breach of their Tenancy Agreement. If the breach is not remedied by the end of the series of letters, ultimately a Notice to Quit will be served.
9. **Plots:** All plots may need to be re-measured in the future.
10. **Termination of Tenancy:** If it is necessary for the Parish Council to incur expense in clearing a plot on termination of a tenancy, the Council will re-charge the expense to the outgoing tenant and will recover the expenses from the tenant. This is in accordance with paragraphs 2.12, 2.22 and 2.24 of the Tenancy Agreement and Section 4(1) of the Allotment Act 1950. Agreed by the Parish Council on 3rd October 2011.

Any further Special Conditions that are agreed by the Council will be communicated to you in writing so all tenants are aware of them.