

# Allotment Tenancy Terms & Conditions

## TENANT AGREEMENT

The Tenant will have an agreement with the Council to observe and perform the conditions and obligations set out below.

### Rent

The Tenant will be charged the rent of £10.50 per 25.2 sq m ("a square rod") per annum. For Tenants aged 60 years or over the rent costs will be £5.25 per 25.2 sq m ("a square rod") per annum.

Payments are required in advance.

### Rent Review

The rent fees and charges will be reviewed annually and be effective from the 1st October each year.

### Use

The Tenant must use the Allotment as an allotment garden wholly or partly for the production of vegetables or fruit for consumption by the Tenant, their family and friends. It is not to be used for any commercial purpose or the keeping of livestock, with the exception made for hens or rabbits to the extent permitted by the Allotment Act 1950 Section 12.

### Cultivation

The Tenant will be required to keep the Allotment in a good state of cultivation and fertility. The plot should be kept tidy and reasonably free from weeds. The Tenant should maintain half of the footway between the allotment plot and any other verge adjoining the allotment plot, up to a width of one foot.

### Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden. They must not obstruct or encroach on any path or roadway set out by the Council for the use of the allotment garden occupiers. Temporary obstruction of paths resulting from the delivery of manure will be permitted but only with the prior agreement of the Council.

### Legal obligations

The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment.

### Alienation

The Tenant must not sublet, assign or part with possession of the Allotment or any part of it.

### Waste

The Tenant must not cut or prune any timber or other trees outside their allotment plot or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

### **Boundary Structures**

The Tenant must use their best endeavors to protect any hedges, fences, ditches or gates, in or enclosing the allotment field and adjoining land. This includes the protection of any notice board which has been or at any time during the tenancy may be erected by the Council on the Allotment or the allotment field.

### **Buildings**

The Tenant must not erect any building on the Allotment without the prior written consent of the Council. Consent will normally be given for erection of one shed (maximum size 6'x8') and one green house (maximum size 6'x8') and a poly tunnel. No services to be connected. The Tenant will be responsible for maintaining the condition of the building and its removal at the end of the tenancy.

### **Barbed wire**

The Tenant must not use a barbed wire fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.

### **Trees and Fruit Bushes**

Any fruit trees, bushes and vines planted by the Tenant must be entirely confined within the bounds of the Allotment. No fruit tree, bush or vine shall be allowed to exceed a height of 8 feet or to come within 6 feet of an adjacent Allotment.

### **Refuse**

The Tenant must not deposit refuse or allow other persons to deposit refuse on their Allotment or any part of the allotment field. This includes weeds, other vegetable, plant matter or mineral material alien to the allotment field. Disposal of refuse and other material derived from within the boundary of the allotment field will be permitted only within an area or receptacle provided for the purpose.

### **Compost and Manure**

The Tenant must not deposit or allow other persons to deposit any soil, stones, weeds, other vegetable or plant matter on the allotment field and onto Allotments not rented by the Tenant. The Tenant may deposit weeds, other vegetable or plant matter, manure or compost from within or from outside the allotment field onto their Allotment only in such quantities as may be reasonably required for use in cultivation.

### **Dogs**

The Tenant must not bring any dog onto the allotment field of which the Allotment forms part, unless the dog is held on a leash. It will be the responsibility of the Tenant to clear up and properly dispose of any fouling by any dog they have brought or allowed to be brought onto the allotment field.

### **Livestock**

The Tenant must not keep any animals or livestock on the Allotment including bees. Exceptions can only be made for hens or rabbits to the extent permitted by the Allotment Act 1950 Section 12.

## **Sprays**

When using any sprays or fertilizers, the Tenant must:

- Take all reasonable care to ensure that adjoining hedges, trees, paths and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
- So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
- Comply at all times with current regulations and legislation.

## **Advertisements**

The Tenant must number their plot in accordance with the site plan but otherwise must not erect any notice or advertisement on the Allotment.

## **Bonfires**

The Tenant must manage bonfires with due regard to other Tenants, neighbours and with any legislations or guidance involving or using bonfires. The Tenant must not cause any nuisance with a bonfire.

## **Admittance**

The Tenant agrees that the Council and any agent acting on the Council's behalf shall have the right to refuse admittance to the allotment field to any person, other than the Tenant or a member of their family, unless accompanied by the Tenant or a member of their family.

## **Disputes**

The Tenant agrees that any case of dispute between themselves and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.

## **Yielding up**

The Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the terms and conditions contained herein.

## **Inspection**

The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.

## **Special conditions**

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with notice terms below.

## **DETERMINATION OF THE TENANCY**

### **Determination on death**

This tenancy shall determine on the death of the Tenant.

### **Determination by statutory notice by the Council**

This tenancy may be determined by the Council by giving to the Tenant 12 months' previous notice in writing expiring on or before 6 April or on or after 29 September in any year.

### **Determination by notice by the Tenant**

This tenancy may be determined by the Tenant giving to the Council one month's previous notice in writing.

### **Determination where allotment appropriated**

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment garden is being required:

- For any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or
- For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

### **Determination by re-entry on default**

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

- If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
- If it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or
- If the Tenant becomes bankrupt or compounds with their creditors.

## **NOTICES**

Any notice required to be given by the Council to the Tenant shall be signed on behalf of the Council by the Head of Legal & Democratic Services or any other authorized officer and may be served on the Tenant either personally or by leaving it at their last known place of abode. The notice will be served by a registered letter or letter sent by recorded delivery to the tenant or by fixing the same in some conspicuous manner on the Allotment.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and to the Head of Direct Services.