

## **CLENCHWARTON PARISH COUNCIL**

### TENANCY AGREEMENT AND TERMS AND CONDITIONS SUBJECT TO WHICH ALLOTMENTS AND ALLOTMENT GARDENS ARE LET BY THE COUNCIL

1. a. Tenancies shall be yearly from 1st October on which date a year's rent shall become due. Payment to be made in full within 21 days. This rent is subject to review.  
b. A letter will be sent to tenants who have not paid by the 22nd October, giving 40 (FORTY) DAYS NOTICE TO PAY, failure to respond within that time, will result in ONE MONTH'S NOTICE TO TERMINATE THE TENANCY.
2. The tenant shall have the right to terminate the tenancy by the giving of up to THREE MONTHS notice in writing. Provision will be made with the agreement of the Council for the outgoing tenant to harvest such crops as available within this notice period. Upon giving up the tenancy of the allotment garden, the tenant will not be refunded on a pro-rata basis any rent as may have been overpaid.
3. The Council shall have the right to terminate the tenancy by one year's notice.
4. The tenant shall accept the following responsibilities, each one of which is a condition subject to which the tenancy is held
5. The tenant shall keep the allotment garden in a good state of cultivation, and not allow weeds and grass to cause a nuisance to neighbouring plots. Ditches bordering the Allotment Garden shall be trimmed and kept cleared and maintained in decent order. No rubbish, waste materials or non-compostable items are to be brought onto, deposited or left anywhere on the plot. Grass pathways to be mown periodically.
6. The Tenant shall not fly tip, deposit, or permit to be deposited any refuse, rubbish, waste or extraneous matter (any matter which is not relevant/essential/pertinent to the use of an allotment), on any part of the allotment site. No building or DIY supplies are to be kept on any part of the allotment site or place any matter in any hedges or dykes on the allotment site. If any non garden items have to be removed by the Council, the Tenant will be liable for the cost of removal.
7. The Tenant shall be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to their property.
8. The Parish Council Officers (Allotment Managers) will be permitted to inspect all allotments on occasions within an annual period to ensure that tenants are not in breach of the tenancy agreement.  
If it is determined that a breach has occurred and/or where there is no visual improvement undertaken by the tenant, the Council acting on the recommendations of the Allotment Managers will give notification to the relevant tenant in writing, a warning letter, final notice or termination notice as applicable, unless there are extenuating circumstances, which can be brought before the Parish Clerk or an appeals panel as determined by the Council..  
**PHOTOGRAPHIC EVIDENCE MAY BE USED TO AID INSPECTIONS.**
9. The tenant shall not cause any nuisance or annoyance to the occupier of any allotment garden, or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens, or obstruct or encroach onto other plots, paths and roadways.

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.

10. Tenants shall not at any time use offensive language or offensive / aggressive behaviour towards other tenants, Council Officers or members of the public. The Council shall reserve the right to issue one month's Notice to Quit if this condition is not adhered to.

11. Bonfires: When the burning of garden refuse is unavoidable, always take into account the direction of the wind. Do not ignite the bonfire if the wind drift would allow the smoke to cause a nuisance to nearby properties or other allotment tenants. You should leave material until it is completely dry before burning, small quantities only should be added to the fire, and it should not be allowed to smoulder for long periods unattended, and must be completely extinguished before the tenant leaves the allotment.

In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately.

(i) ENVIRONMENTAL PROTECTION ACT 1990 – Nuisances from Garden Bonfires, Section 79 and Section 80 of the Environmental Protection Act makes it an offence, subject to a maximum fine of £20,000 to cause a nuisance arising from the burning of garden refuse. You are advised, therefore, that wherever possible, you should compost allotment/garden refuse – to include weeds, end of season flowers, plants, fruit, vegetables and leaf material, failing that, it should be removed to the County Councils Amenity Refuse Disposal facility

Your co-operation in reducing smoke pollution of the atmosphere would be appreciated.

12. The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their Allotments. Breach of this rule by any tenant may result in termination of the tenancy by the Council.

13. The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.

14. The Tenant must not plant trees that are non fruiting or have non edible fruits, Trees will only be permitted if they are on dwarf rootstock and are kept to a maximum height of 2.5m and do not overhang or interfere e.g. shadowing, with neighbouring plots. But it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass.

15. The tenant shall not, erect any building, shed and/or greenhouse on the allotment garden.

16. The Tenant is permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees.

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

18. The tenant shall observe and perform any other special condition which the Council consider necessary to preserve the allotment garden from deterioration.

19. The tenant shall not water his plot using a hose pipe directly connected to the Council's water supply point, but shall be permitted to use hose pipes as a means of filling a water butt or any other container provided at the tenant's own expense.

20. The Tenant must: When using any sprays or fertilisers;

1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
2. 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
- 3 comply at all times with current COSHH regulations.

21. The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept under control at all times or be secured on a leash. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.

22. The tenant shall not keep, or allow other persons to keep animals or livestock except hens or rabbits, (but not cockerels) which shall not be kept for a business or a trade, on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to demonstrate that this can be done in a way that is not detrimental to the health of the hens or rabbits. The tenant is forewarned that the allotments are in an exposed location and may not be accessible during severe winter conditions. Any animals kept will not cause a nuisance to other allotment tenants - S12 Allotments Act 1950. Any structure required to keep hens or rabbits on a plot is subject to the approval of the Council and will be limited in size.

23. The tenant shall not keep bees and beehives on the allotments, without the written consent of the Council. The tenant will need to demonstrate that they are properly experienced, and that bee keeping will not cause a nuisance to other allotment tenants on the allotment gardens.

24. The tenant shall notify the Council of any permanent change of address.

25. No asbestos material shall be brought onto the allotment site for any purpose.

26. The tenant will be expected to acquiesce in any readjustment of boundaries or plots that may be found necessary after the Council have carried out any detailed survey of their allotment gardens.

27. The tenant shall permit an Officer, employee or agent of the Council, to enter onto the allotment garden for the purpose of inspecting or maintaining the Council's property.

28. The Tenant is required when entering or leaving the allotment site to secure and lock the access gate behind them and to keep confidential the combination lock number.

29 On the death of a tenant, the Council shall look sympathetically on a request to transfer ownership to any partner or family member who wishes to be responsible for the maintenance and cultivation of the existing allotment garden.

30. The tenancy may cease in any of the following manners:

- (1) by the Council at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required for:
  - (i) any purpose (not being the use of the same for agriculture) for which is has been appropriated under a statutory provision;

(2) by the Council at any time after giving one month's previous notice in writing to the tenant;

(i) if the rent or any part thereof is in arrears for not less than FORTY days - whether legally demanded or not.

(ii) if there has been a breach of the Council's Terms and Conditions set out in this tenancy agreement on the part of the tenant.

31. Any notice required to be given by the Council to the tenant, may be signed by the Parish Clerk or other nominated Officer, and may be served on the tenant either personally, or by leaving it at the tenant's last known address – or by prepaid post addressed to the tenant there, or by fixing the notice in a conspicuous manner on the allotment garden.

Any notice required to be given by the tenant to the Council, shall be sufficiently serviced if signed by the tenant and sent by prepaid post to the Parish Clerk, or signed by the tenant and delivered by hand to the Parish Office

32. Any matters relating to the tenancy of an allotment garden that are not covered by or specifically referred to in this Tenancy Agreement or Terms and Conditions shall be settled by negotiations between the Council and the tenant.

33. All previous Allotment Rules and Agreements are hereby cancelled.

The Council reserves its right to change the allotment rules from time to time, but will make such changes known to tenants in advance in an appropriate manner. Tenants will be expected to comply with any rule changes,

**The Council or any representative of the Council will not be held responsible for any injury to Tenants, damage to, or loss of, any tools, equipment or property or anything placed or left on the allotment by the Tenant, or damage to plots by 3rd parties.**

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### AGREEMENT

**I agree to accept and abide by the Terms and Conditions set out in the Tenancy Agreement above.**

**Name**.....

**Address**.....

.....

**Telephone/e-mail address**.....

**Site Plot Nr/letter**.....

**Rent from 1st October 20..... £**.....

**Signed** \_\_\_\_\_ **(Tenant)**     **Date** \_\_\_\_\_

**Countersigned** \_\_\_\_\_ **(Parish Clerk)**