

# Gainsborough Town Council

Richmond House, Richmond Park, Morton Terrace,  
Gainsborough, Lincolnshire, DN21 2RJ

**Telephone:** 01427 811573

**Website:** gainsborough.gov.uk



THIS AGREEMENT is made the ..... day of ..... 20.....

BETWEEN

Gainsborough Town Council

Of Richmond House, Richmond Park, Morton Terrace, Gainsborough,  
Lincolnshire, DN21 2RJ

("the Council") and

.....

of .....

("the Tenant")

NOW IT IS AGREED as follows

## 1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

## 2. Allotment

- 2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at ..... ("the Allotment Site") numbered ..... on the Council's allotment plan and containing approximately ..... square metres ("the Allotment Garden"). The area has been outlined in red for identification purposes only on the plan attached.

### **3. Tenancy and Rent**

- 3.1. The Allotment Garden shall be held on a yearly tenancy from Gainsborough Town Council at an annual rent of £ ..... which is payable to the Council by the Tenant on the 25<sup>th</sup> day of March each year (“the Rent Day”).
- 3.2. 12 months notice of any rent increase will be given by the Council to the Tenant.
- 3.3. Water supply shall be included in the rental charge to the Tenant on an Allotment Site where the utility is available.
- 3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year’s rent.

### **4. Rates and Taxes**

- 4.1. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

### **5. Cultivation and Use**

- 5.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his/her family) and for no other purpose.
- 5.2. The Tenant shall keep the Allotment Garden clean and in a good state of fertility and cultivation.
- 5.3. The Tenant shall keep the Allotment Garden free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants.
- 5.4. The Tenant may not carry on any trade or business from the Allotment Site. A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.
- 5.5. The Tenant shall have at least one quarter (25%) of the Allotment Garden under cultivation of crops after 3 months and at least three quarters (75%) of the Allotment Garden under cultivation of crops after 12 months and thereafter. The cultivation of crops does not include fruit trees.

### **6. Prohibition on Under letting**

- 6.1. The Tenant shall not underlet (sometimes referred to as ‘subletting’), assign or part with possession of the Allotment Garden or any part thereof. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the Council is to be informed of the other person’s name.

## **7. Conduct**

- 7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial, or other byelaws, orders or regulations affecting the Allotment Site.
- 7.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 7.3. The Tenant must not cause, permit, or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 7.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 7.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his/her permission.
- 7.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## **8. Lease Terms**

- 8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

## **9. Termination of Tenancy**

- 9.1. The tenancy of the Allotment Garden shall terminate
  - 9.1.1. automatically on the Rent Day next after the death of the Tenant, or
  - 9.1.2. by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or
  - 9.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
    - 9.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

- 9.1.3.2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
  - 9.1.4. by re-entry if the rent is in arrears for not less than 40 days, or
  - 9.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
  - 9.1.6. by re-entry if the Tenant becomes bankrupt or compounds with his/her creditors, or
  - 9.1.7. by the Council giving the Tenant at least one months notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident out of the Gainsborough Town Council area.
- 9.2. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition.
- 9.3. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

## **10. Change of Address**

- 10.1. The Tenant must immediately inform the Council of any change of address.

## **11. Notices**

- 11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 11.2. Any notice served on the Tenant should be delivered at or sent to his/her last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.
- 11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Signed by

.....

**THE TENANT**

and

.....

**TOWN CLERK (PROPER OFFICER)**

For and on behalf of the Council

## SCHEDULE 1

### Conditions of Use

#### **1. Trees**

- 1.1. The Tenant shall not without the written permission of the Council cut, prune, lop or fell any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior written permission of the Council.

#### **2. Boundaries and Paths**

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his/her Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his/her Allotment Garden.
- 2.2. Hedges should be no higher than 150cm (5ft) between Allotment Gardens and 180cm (6ft) at the site boundary.
- 2.3. The Tenant must not plant any shrub, hedge or bush without first obtaining the Council's written permission.
- 2.4. The Tenant shall not fence the Allotment Garden without first obtaining the Council's written permission.
- 2.5. The Tenant shall not use any glass, spikes, barbed wire, razor wire, or material likely to cause injury as part of the boundary of the Allotment Garden.
- 2.6. The Tenant must keep in repair any fences and gates forming part of the Allotment Garden.
- 2.7. Paths and haulage ways (accessways or roads) must be kept clear and tidy at all times. The Tenant must not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.

#### **3. Security**

- 3.1. The Tenant shall be issued with a key or access code to the Allotment Site. No replicas of keys are to be made. The key or access code is to be used by the Tenant only or by an authorised person under paragraphs 5 and 6 of the Agreement. A deposit might be required when a key is issued.

- 3.2. The Allotment Site access gate shall be closed and locked at all times. For the protection of lone tenants and prevention of unauthorised visitors, the emergency services may be provided with keys. Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

#### **4. Inspection**

- 4.1. An officer of the Council may enter the Allotment Garden at all reasonable times for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock. Wherever possible this will take place at a mutually agreed and mutually convenient time. Full access must be given by the Tenant to the officer of the Council during such an inspection.

#### **5. Fire**

- 5.1. Fires are allowed for the burning of materials from the Allotment Garden only (diseased plants and dried-out organic material) that will burn without smoke or hazardous residue, between 1<sup>st</sup> April and 30<sup>th</sup> September.
- 5.2. You must save any routine bonfire material for period between 1st October and 31<sup>st</sup> March.
- 5.3. Tenants are encouraged to compost as much of the green waste from the Allotment Garden as possible, but we understand that bonfires may be necessary to get rid of some waste from time to time.
- 5.4. YOU MUST:
- Only burn woody materials that will not compost, perennial weeds, such as bindweed or diseased plant material, such as potato haulms with blight
  - Make sure that what you burn is dry so that it will give off the least amount of smoke
  - Only burn if there is little or no wind so that smoke will not blow onto the road, neighbouring property or other plots
  - Use a container to burn in such as a barrel or incinerator
  - Have a full watering can or bucket ready to put the fire out when needed
- 5.1 YOU MUST NOT:
- Burn any manufactured materials such as plastics or rubber
  - Burn any business waste on your allotment
  - Use accelerants, such as petrol, to get the fire started
  - Burn near hedges, buildings or anything else that might catch fire
- 5.5. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the Allotment Site.

- 5.6. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

## **6. Water**

- 6.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 6.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hosepipes or sprinklers are to be used on the Allotment Garden.
- 6.3. Mains water supplies are usually turned off during the winter. The Tenant must be prepared to bring any water required onto the Allotment Site between October and April.

## **7. Dogs**

- 7.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash and remains with the Tenant on the Tenant's Allotment Garden only.
- 7.2. The Tenant must ensure that any dog they bring onto the site does not cause a nuisance to others and that dog faeces (mess) are removed and disposed of off-site by the Tenant.

## **8. Livestock**

- 8.1. Except with the prior written permission of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.
- 8.2. An application to keep pigeons will only be considered for Allotment Gardens on the North Warren Allotment Site.
- 8.3. The Tenant must provide additional emergency contact details if they keep animals or livestock on the Allotment Garden.
- 8.4. Livestock must be kept so that they are not prejudicial to health or a nuisance. They must also be kept in accordance with all relevant legislation and the relevant Council policies.

## **9. Buildings and Structures**

- 9.1. No more than one quarter (25%) of the Allotment Garden can be hard landscaped (patio, internal paths, etc.) or to have a building (shed, greenhouse, polytunnel, etc.) erected on it.



- 9.2. The Tenant shall not without the written permission of the Council erect any building, pond or well on the Allotment Garden. The Tenant may also require permission from the relevant planning authority.
- 9.3. Permission shall not be refused by the Council for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a shed, greenhouse or polytunnel.
- 9.4. A shed or greenhouse must be no more than 244cm (8ft) by 183cm (6ft) and 244cm (8ft) high. A polytunnel must be no more than 305cm (10ft) by 457cm (15ft).
- 9.5. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.
- 9.6. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 9.7. Oil, fuel, lubricants, or other flammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 9.8. The Council will not be held responsible for loss by accident, fire, theft, or damage from Allotment Garden.

## **10. General**

- 10.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 10.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 10.3. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 10.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.
- 10.5. The Council occasionally makes available a skip for tenants to dispose of bulky and heavy items. The skip is only for Allotment Garden waste and not for the disposal of hazardous waste or hazardous substances (asbestos, fuel, etc.). The Tenant must not store waste for the skip in shared or communal areas prior to disposal.
- 10.6. The Tenant must immediately report to the Council the discovery of asbestos on the site. The Tenant must not attempt to handle or dispose of asbestos.

10.7. The Tenant's use of CCTV and recording equipment must conform to data protection and processing legislation. The Tenant should use such equipment, so it captures only images within the boundary of the Allotment Garden.

## **11. Chemicals, Pests, Diseases and Vermin**

11.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases, or vegetation.

11.2. When using any sprays or fertilisers the Tenant must

11.2.1. 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

11.2.2. 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

11.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.

11.3. The use and storage of chemicals must be in compliance with all relevant legislation.

11.4. Written permission must be sought from the Council for the use of air rifles/guns. Except where written permission is given the Tenant is not permitted under any circumstances to use or store on the Allotment Site firearms, or ranged weapons, or handheld weapons.

11.5. Any incidence of vermin (rats) on the site should be reported to the Council.

## **12. Notices**

12.1. The Tenant shall not erect any notice or advertisement on the Allotment Site without the prior written permission of the Council.

## **13. Car Parking**

13.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked so as not obstruct the paths and haulage ways (accessways/larger paths) at any time.

13.2. The Tenant must not park their car on the Allotment Garden or cause a nuisance to others.