

Allotment Tenancy Agreement

Contents

1. Interpretation	2
2. Allotment.....	2
3. Tenancy and Rent	2
4. Rates and Taxes.....	3
5. Cultivation and Use.....	3
6. Prohibition on Under letting.....	3
7. Conduct	3
8. Lease Terms.....	4
9. Termination of Tenancy	4
10. Change Contact details.	5
11. Notices.....	5
SCHEDULE 1.....	6
1. Trees	6
2. Boundaries and Paths	6
3. Security	6
4. Inspection.....	7
5. Fire	7
6. Water.....	7
7. Dogs.....	8
8. Livestock	8
9. Buildings and Structures	8
10. General.....	9
11. Chemicals, Pests, Diseases and Vermin	10
12. Notices.....	10
13. Car Parking.....	10
14. Children on Allotment Sites	10
15. Community Group Tenancy.....	11
16. Council Policies	11

Document History

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ALLOTMENT TENANCY AGREEMENT

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 (maximum of two) the obligations and liabilities will be joint.
- 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 £0.12 per square metre (Gainsborough residents), £0.13 per square metre (non-Gainsborough residents) which is payable to the Council by the Tenant on the 30th April 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, at an additional charge.

- 3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.
- 3.5. Tenants who wish to apply for an additional Allotment Garden will only be considered if the primary Allotment Garden, meets the requirements set out in this Allotment Tenancy Agreement for a full period of twelve (12) months. The maximum number of Allotment Gardens a Tenant may have is three (3).

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 site and 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 tidy 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 of any kind from the Allotment Site. Producing 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 from start of tenure and at least three quarters (75%) of the Allotment Garden under cultivation of crops after 12 months and thereafter.

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 and contact details in such circumstances.

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 of the Allotment Garden attached as Schedule 1.
- 7.3. The Tenant must not cause, permit, or suffer any nuisance or annoyance to any other Tenant or neighbouring resident of the Allotment Site or Gainsborough Town Council employee or Councillor and must conduct themselves appropriately at all times.

- 7.4. Tenants should be expected to report any incidents of physical, verbal, mental abuse, vandalism or theft, either witnessed or experienced, directly to the Police and then Gainsborough Town Council supplying the Council with the Police incident / crime number.
- 7.5. 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 and Gainsborough Town Council Policy's relating to activities as Tenants carry out on the Allotment Garden.
- 7.6. The Tenant shall not enter onto any other Allotment Garden at any time without the express permission of the relevant Tenant.
- 7.7. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another Allotment Garden without the express permission of the Tenant. The Tenant is responsible for the actions of children, other persons and dogs entering the Allotment Site with his/her permission.
- 7.8. The Tenant shall not remove produce, or any other item or items from any other Allotment Garden without the express permission of the relevant Tenant.

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-sixty (60) days after the death of the Tenant, unless a surrender is signed by the named next of kin, or
 - 9.1.2. by either the Council or the Tenant giving to the other at least twelve (12) months' notice in writing expiring on or before 6 April or on or after 29 September in any year, unless a surrender is signed, or
 - 9.1.3. by re-entry by the Council after three (3) months previous notice in writing to the Tenant on account of the Allotment Garden being required:
 - a) for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - b) 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 more than forty (40) days from the Allotment Tenancy Agreement date 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
- 9.2. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him / her during the Tenancy and shall leave the

Allotment Garden in a tidy condition.

9.3. If in the opinion of the Council the Allotment Garden 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 Contact details.

10.1 The Tenant must immediately inform the Council of any change of name, address, email address or telephone number.

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 post. A notice will be sent by email where the Tenant supplied the Council with an email address. The Council will endeavour to obtain a delivery receipt for all notices sent by email.

11.2. Any notice served on the Tenant will 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 post 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**

..... **THE TENANT 2 (if joint occupancy)**

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, currently in situ / existing that forms part of the boundary of his / her Allotment Garden properly cut and trimmed. All pathways between gardens trimmed to be well maintained up to the nearest half width by each adjoining tenant, and keep in repair any other fences and any other gates or sheds on his / her Allotment Garden.
- 2.2 Hedges currently in situ should be no higher than 121.92 cm (4ft) between Allotment Gardens.
- 2.3 The Tenant shall not plant any shrub, hedge or bush to form the plot boundary.
- 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 shall not use solid materials such as old doors and corrugated iron to create the Allotment Garden boundary. Post and wire fencing may be used.
- 2.7 The Tenant must keep in repair any fences and gates forming part of their Allotment Garden. Fences should be no higher than 121.92cm (4ft)
- 2.8 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 paragraph 6 of the Agreement. A deposit may be required when a key is issued.
- 3.2 The Allotment Site access gate shall be closed and locked at all times, except in times of extenuating circumstances. 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 a. Wherever possible advance notice of full site inspections will be advertised on the site noticeboard. 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 Organic materials from the Allotment Garden only (diseased plants and dried-out organic material) that will burn without smoke or hazardous residue, between 1st March and 31st October.
- 5.2 Tenants shall save any routine bonfire material for period between 1st November and 28th February. Tenants must not store excessive amounts of any material on the Allotment Garden.
- 5.3 Tenants are encouraged to compost as much of the green waste from the Allotment Garden as possible. The Council accepts 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 Allotment Garden.
 - 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.
- 5.5. DO NOT:
- Burn any manufactured materials such as plastics or rubber.
 - Burn any business waste.
 - Use accelerants, such as petrol, to get the fire started.
 - Burn near hedges, buildings or anything else that might catch fire.
- 5.6 All fires must be attended at all times and not cause a nuisance to neighbouring residents or other Tenants. All fires must be fully extinguished and left safe before leaving the Allotment Site.
- 5.7 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 If the Allotment Site has mains water 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, other than to fill a domestic type water butt in times of low rainfall. IBCs must not be filled.

- 6.3 Mains water supplies are turned off during the winter. The Tenant must be prepared to harvest rainwater or 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 shall 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. Any reports of dog fouling, where there is sufficient evidence may result in the Council reporting the offender to West Lindsey District which may result in a prosecution being taken.

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 chickens, (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. Rabbits and chickens are permitted provided that they are not kept in such conditions that are prejudicial to health or a nuisance and do not affect the operation of any other law e.g., animal welfare legislation.
- 8.2 An application to keep pigeons will only be considered for Allotment Gardens on the North Warren Allotment Site. No more than five Allotment Gardens will be allocated for pigeons, at any one time. The Council reserves the rights not to give consent in regard to keeping pigeons on the North Warren 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 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 such as a shed, or housing for animals such as rabbits, chickens, pigeons or bees. Therefore 75% of the Allotment Garden should be in cultivation.
- 9.2 The Tenant shall not, without the written permission of the Council, erect any building, pond, housing for animals or well on the Allotment Garden. The Tenant may also require permission from the relevant planning authority, and they must demonstrate that this is not required.
- 9.3 Applications for a structure to house rabbits or chickens will not be refused subject to the Tenant adhering to the Animal Welfare Act 2006 and point 9.1 of this Tenancy Agreement.

- 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 Glass greenhouses currently in situ or have been donated for reuse must be maintained in good repair to the satisfaction of the Council. Broken glass panes must be replaced by glass substitutes such as polycarbonate or Perspex. Any broken or shattered glass to be safely removed by the Tenant and disposed of safely so not to cause harm to the Tenant and or other Tenants on site.
- 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 rubber backed carpets or underlay. Weed suppressant must be of a stable material that will not break down and contaminate the land of the Allotment Garden.
- 10.5 The Council may make 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 before informing the Council of the asbestos.
- 10.7 The Tenant shall inform the Council if they use 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 his / her Allotment Garden.
- 10.8 Proprietary portable camping stoves are permitted for the Tenant to make warm beverages. When not in use, gas cannisters to be safely secured / stored away from any fire hazard / risk. The maximum size, gas container permitted is 5kg. Tenants must inform the Council if they store gas on their Allotment Garden.
- 10.9 Proprietary portable camping toilets are permitted. The Tenant shall dispose of any waste daily ensuring this is taken home for disposal or in accordance with the manufacturer's

instructions. Tenants must inform the Council if they wish to use a portable toilet and the location thereof.

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, chemicals and fertiliser.
- 11.3 The use and storage of chemicals must be in compliance with all relevant legislation. The minimum amount only to be stored on the Allotment Garden in a secure location.
- 11.4 Firearms, ranged weapons, or handheld weapons of any kind are NOT to be used on any Allotment Site. Any incidents involving weapons will be reported to the Police.
- 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. Consideration to allow access for emergency services must be adhered to at all times.
- 13.2 The Tenant must not park their car on his / her Allotment Garden or cause a nuisance to others.

14. Children on Allotment Sites

- 14.1 Children are welcome on allotments; however, they must be accompanied by the Tenant at all times.
- 14.2 Tenants may bring two small items of play equipment onto the site, however these must not be permanent structures e.g. slide and swings.

15. Community Group Tenancy

- 15.1 Any groups must provide the details of the named lead and deputy lead individuals who are responsible for the group. The lead or deputy must be in attendance at all times when the group are on the Allotment Garden.
- 15.2 The Tenant / named individual must supply the Council with details of the nature of the group and numbers, of the group.
- 15.3 The Tenant / named individual must provide the Council activity-based risk assessments.
- 15.4 The community group must be Constituted and provide the Council with their Constitutional documents.

16. Council Policies

- 16.1 Due regard must be made by any Tenant or Group to the Policies adopted by the Council. for the good management of Allotment sites and Allotment Gardens.
- 16.2. The Council Policies are available upon request and may be found on the Councils website. [Allotments - Gainsborough Town Council \(gainsborough-tc.gov.uk\)](http://gainsborough-tc.gov.uk)