

Shildon Town Council

Allotment Agreement

..... Allotments

Allotment Agreement

An agreement made on the between (i) Shildon Town Council ('the Council') and (ii) ('the Tenant')
of

Address

Post Code

Tel No

WHEREBY IT IS AGREED as follows:-

1. Agreement to let

The Council agrees to let and the tenant agrees to take on a tenancy from 1st April to 31st March annually thereafter for the allotment garden

Description Plot Number:

Allotment Site:

The ground rent shall be £ per annum payable **yearly** in advance to your Allotment Society **or Town Council if no Allotment Society currently exists**, in **April** of each year with such rents being subject to an annual review. In addition to the ground rent there **may** be extra charges for ancillaries such as water rates and membership fees for your Allotment Society however each Allotment Society will set these charges. The ancillary charges will be payable **yearly** in advance to your Allotment Society, in **April** of each year with such charges being subject to an annual review.

2. Tenants Obligations

The tenant hereby agrees with **the Council** to abide by the council's terms and conditions:

- 2.1 To pay the ground rent and any other charges levied by individual Allotment Societies in advance and as notified to each tenant, payments to be **yearly**.
- 2.2 **The Council, as landlord, retains all rights and powers over the land.**
- 2.3 **To be eligible for an allotment plot, a person must be 18 years old and reside within the Parish of Shildon.**
- 2.4 **All plots are let on an 'as seen' basis.**
- 2.5 To use the plot as allotment garden for the cultivation of vegetables, flowers or fruit crops.
- 2.6 Not to cultivate the allotment garden for the purpose of any trade or business or **install play equipment or** for any other purpose other than as an allotment garden.
- 2.7 To keep the allotment garden clean and reasonably free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and keep any pathway or track alongside or between gardens reasonably free from weeds.
- 2.8 Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of other plots on the site.
- 2.9 Not to assign, underlet or part with possession of the allotment garden or any part thereof without the prior written consent of the Allotment Society **or Town Council if no Allotment Society currently exists**. In all cases the Allotment Society will advise the Council of changes in tenancy and **the Town Council to** provide a new signed agreement.

- 2.10 The Council must be notified of trees that require pruning, in particular those that form the boundary of an allotment site. Some allotment sites **may** have trees with Tree Preservation Orders placed on them.
- 2.11 Not to take, sell or carry away any minerals, gravel, sand, earth or clay from the plot.
- 2.12 **The tenant will keep every hedge on the boundary of the allotment garden property cut and trimmed, keep all ditches properly cleansed and maintained and keep in good repair all fences, gates and sheds on the allotment garden.**
- 2.13 Barbed wire must **NOT** be used **for a fence** on any pathway used by other persons on the allotment site nor **for a fence** adjoining a public open space or private property.
- 2.14 Not to deposit or allow or permit other persons to deposit upon the allotment garden any refuse or any decaying matter or other material except manure or compost in such quantities as may be reasonably required for use in cultivation nor to place or allow or permit other persons to place any matter in the hedges or ditches situate in the allotment site of which the allotment garden forms part or in any adjoining land.
- 2.15 At the termination or sooner determination of the tenancy the allotment garden must be left in a reasonable condition. **It is the tenant's responsibility to remove all structures from the plot either when they fall into disrepair or at the termination of the tenancy. Failure to do so will result in the Council undertaking the work and a charge will be made to the tenant.**
- 2.16 **Any duly authorised representative of the Council shall be entitled to enter at any time onto the land to inspect the Allotment Garden.**
- 2.17 **Dogs must not be kept or kennelled permanently or overnight on an allotment. Any dogs temporarily brought onto the allotment by the tenant must be securely held on a leash and must not cause nuisance or disturbance to other allotment holders or visitors. Dog owners must comply with the dog fouling laws and pick-up and appropriately dispose of dog waste off site.**
- 2.18 Not to keep any animal or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by Section 12 of the Allotments Act 1950. **Cockerels are not allowed. The tenant must ensure that the animals or the manner in which they are kept is not prejudicial to their health or cause a nuisance.**
- 2.19 The keeping of pigeons on the allotment garden may be permitted subject to the Council's prior written consent.
- 2.20 In the case of a dispute between the tenant and any other occupier of an allotment garden, this shall be referred to the allotment society's representative on site who will raise matters with the council; the council's decision will be final.
- 2.21 **If a tenant, their family or associates are found guilty of a criminal offence that is linked to their allotment site will be given immediate notice to quit. The same will apply if there is proven evidence of any threats, violence and or intimidation against other allotment tenants, neighbouring residents, association representations or council staff.**
- 2.22 The Allotment Society reserve the right to refuse admittance to the allotment garden for any person other than the tenant or a member of his/her family.
- 2.23 **The tenant(s) will not burn anything on the allotment garden save for horticultural waste. Fires may not be lit under any circumstances during the period 1st April to 30th September inclusive. Fires may be lit during the period 1st October to 31st March inclusive. Only horticultural waste can be burned with due regard to the prevailing wind direction and with due consideration to neighbouring gardens and properties. Burning of waste is only permitted if it is contained within an incinerator container and not an open fire. The tenant must be present throughout the duration of the fire. Failure to do this is a serious breach of health and safety and an environmental offence and tenants will be issued with an immediate Notice to Quit. It is an offence under the Environmental Protection Act 1990 to emit smoke, fumes or gasses which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic.**
- Tenants are encouraged to compost horticultural waste, as a preferred alternative to burning.**
- 2.24 **Tenants must ensure that their activities do not attract vermin to their plot. Any vermin must be dealt with quickly, effectively and safely so as to prevent risk to other plot holders and neighbouring residents.**

- 2.25 Tenants must not bring or place any vehicles, caravan, trailer or vehicle parts (including tyres) onto their allotment plot. Empty gas bottles must be removed.
- 2.26 Plots which are of a larger size may be considered to be split, at the discretion of the Town Council, where a tenant is unable to manage the full allotment garden.
- 2.27 Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors and themselves.
- i The Council will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on, or in connection with, their use of the allotment garden.
 - ii Tenants are advised to seek professional advice about their personal and public liability and property insurance cover to ensure that it meets the requirements of their activities.
- 2.28 The tenant must give written notice of change of address or other contact details within one month of any change to the Council. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant.

Tenants who are unable to work their plot as a result of illness or have other reasons for a long absence must inform the Council. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit. Where possible the Council will try to assist the tenant by relaxing the requirements in the cultivation clause, however this cannot be guaranteed.

3. Termination of Tenancy

3.1 The tenancy of the Allotment Garden shall terminate:-

- a) On the death of the tenant
 - i The next of kin will be given adequate time to remove personal possessions and produce from the plot.
 - ii The plot will automatically be returned to the possession of the Allotment Society or Town Council if no Allotment Society currently exists in the interim period until a new tenant is assigned.

By the council or tenant by twelve months notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year.

- b) By re-entry by the Council at any time after giving three months previous notice in writing to the tenant on account of the allotment plot being required for any purpose other than agriculture and for which it has been appropriated under a statutory provision.
- d) By re-entry by the Council after one month's notice in writing to the tenant:
 - i if the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not
 - ii if the tenant is not duly observing the obligations in this Agreement or any other term or condition of the tenancy
 - iii if the tenant becomes bankrupt or compounds with his creditors

3.2 On termination of a tenancy, no refund of the annual rent will be given.

3.3 Any compensation payable to either the tenant or the Council will be calculated in accordance with the relevant legislation.

3.4 Any notice required to be given by the Council or tenant may be signed on behalf of the Council by the Town Clerk and normally sent by recorded delivery service to the last known address of the

tenant. Any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the tenant and sent by pre-paid post to the Town Clerk.

- 3.5 The Council reserves the right to make additions or alterations to these rules should it be deemed necessary following consultation with representatives of the Allotment Societies or **individual allotment holders where no Allotment Society exists.**

For allotment management purposes, the Council will keep a record of each tenants address and contact details both on computer and in paper records (a copy of the tenancy agreement). Your financial account details will also be held on computer. Any request for information will not be divulged to a third party without express written permission of the tenant.

By signing this agreement, you are authorising the Council to store and use this information for the purposes stated above.

Shildon Town Council's Privacy Notice can be download
<https://www.shildon.gov.uk/uploads/Privacy%20Notice.pdf>

Tenants are advised that photographs are a routine part of the inspection process and these photographs are retained by the Town Council for future reference.

Signed on behalf of the Council

Name T A Bellas
Town Clerk

Signed by the Tenant

Name

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