



# North Hinksey Parish Council



## Allotment Tenancy Agreement

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

BETWEEN

Linda Morrison Allsopp, Clerk

of

North Hinksey Parish 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 North Hinksey Parish Council Allotments at ..... numbered ..... on the Council's allotment plan and containing approximately.....poles. A pole is approximately 25 square metres. ("the Allotment Garden").

### 3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from .....at an annual rent of £.....which is payable to the Council by the Tenant on the 1<sup>st</sup> day of April each year ("the Rent Day").
- 3.2. 12 months notice of any rent increase will be given by the Council to the Tenant in March of the preceding year to take effect the following year.
- 3.3. Where, in future, 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 will pay all rates and taxes

#### **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 their family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

The allotment garden shall not be used for keeping livestock (with the exception of chickens and rabbits for personal consumption).

Beekeeping may be permitted subject to the terms of a separate Beekeeping Agreement.

5.2. 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.)

5.3. The Tenant shall have at least  $\frac{1}{4}$  of the Allotment Garden under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the Allotment Garden under cultivation of crops after 12 months and thereafter. Depending on when they take over the Allotment Garden.

5.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%. The replacement of growing space with purely recreational features, such as lawns, gazebos, children's play equipment etc. is not acceptable. Any such item must be removed within 21 days of a notice from the Council to remove it.

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

6.1. The Tenant shall not underlet, 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 Clerk to the Parish 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 themselves appropriately at all times.

7.4. The Tenant must engage with representatives of the Council in a respectful manner and comply speedily with any requested actions necessary to ensure adherence to the terms of this Tenancy.

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 relating to activities they carry out on the Allotment Garden.

- 7.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.7. 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 their permission.
- 7.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## **8. Termination of Tenancy**

- 8.1. The tenancy of the Allotment Garden shall terminate, with no refund of fees already paid, other than in exceptional circumstances
- 8.1.1. automatically on the Rent Day next after the death of the Tenant, or
- 8.1.2. 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
- 8.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
- 8.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
- 8.1.3.2. 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
- 8.1.4. by re-entry if the rent is in arrears for not less than 40 days.
- 8.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 8.1.6. by re-entry if the Tenant becomes bankrupt or compounds with their creditors.

9. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. 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. Contact Details**

- 10.1. The Tenant must provide Council with their full postal and email addresses and other contact details at the time of taking up this tenancy, and immediately inform the Council of any changes to these. A reminder to provide any such changes will be sent to the Tenant annually with the rent notice, but it is the responsibility of the Tenant to keep these details up to date at all times.
- 10.2. The normal method for communicating with the Tenant is via email, and a valid email address must be supplied unless they provide an acceptable reason why this is not possible.

Communicating via post or delivering by hand will normally only occur for formal notices (see section 11 below).

10.3. Council reserves the right to send any communications to the Tenant that it considers necessary for effective management of the allotments, however the Tenant must opt in (either by using the relevant form sent to them annually with the rent notice or by sending a message requesting this to the Parish Clerk at any time) in order to receive non-essential communications from the Council.

## 11. Notices

11.1. Any Notice given under this agreement must be in writing and to ensure safe receipt should be sent by registered post. A notice may be sent by email if a confirmatory copy is sent by registered post on the same day.

11.2. Any notice served on the Tenant should be sent to their last known home address. Any notice 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 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.

Executed for the North Hinksey Parish Council by

In the presence of

Signed by the Tenant

In the presence of

## SCHEDULE 1

### Conditions of Use

#### 1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune 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 consent of the Council.

#### 2. Hedges and Paths

- 2.1. North Hinksey Parish Council shall keep the North Hinksey Lane hedge that forms part of the boundary of the Allotment Gardens properly cut and trimmed. The Tenant shall keep all pathways between plots trimmed and 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 their Allotment Garden.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 45 centimetres wide.

#### 3. Security

- 3.1. The Tenant shall be issued with a key to access the Allotment Site either by car or on foot. No replicas are to be made. No key shall be passed to anyone other than the person authorised by the Tenant to work on their Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The key is to be used by the Tenant only or by an authorised person under paragraph 6 of the Agreement.
- 3.3. All access gates shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with a key). 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 if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

## **5. Fires**

- 5.1. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without excess smoke or hazardous residue, between the hours of 15.00 and 19.00 from April to November and 15.00 and dusk from December to March. 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 site. 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. Dogs**

- 6.1. 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 on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

## **7. Livestock**

- 7.1. 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.) Beekeeping may be permitted subject to the terms of a separate Beekeeping Agreement, terms of which are available from the Parish Clerk.
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

## **8. Buildings and Structures**

- 8.1. New sheds and greenhouses may be erected but structures larger than 6ft x 8ft will require the approval of the Committee responsible for the Allotments. All structures must be built on shed lines (where it will be clear of flooding) where applicable and not encroach upon any adjacent plots. The Tenant may also require permission from the relevant planning authority.
- 8.2. In new structures, only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.
- 8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council's Officers.
- 8.4. Oil, fuel, lubricants or other inflammable 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.
- 8.5. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

## **9. General**

- 9.1. 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.
- 9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.

9.3. All non-compostable waste, building materials, rubbish or materials of a toxic nature, or harmful to wildlife, shall be removed from the Allotment Site by the Tenant, but the Tenant must not remove, sell or carry away any naturally occurring mineral, gravel, sand, earth or clay from their plot.

9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

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

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

10.2. When using any sprays or fertilisers the Tenant must

10.2.1. 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

10.2.2. 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

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

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

10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

## **11. Notices**

11.1. The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.