

THIS AGREEMENT is made the 1<sup>st</sup> day of April BETWEEN

(1) Brickhill Parish Council (“the Council”) and

(2) (“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. 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 Brickhill Parish Council (“the Allotment Site”) numbered XXX on the Council’s allotment plan and containing approximately 256 square metres full plot or 125 square metres half plot (“the Allotment Garden”).

## 3. Tenancy and Rent

3.1. The Allotment Garden shall be held on a yearly tenancy from 1 April at an annual rent of £ (full rate) and £ Concessionary. Half Plots £0 (full rate) and £ (concessionary) which is payable to the Council by the Tenant on the 1<sup>st</sup> of April each year (“the Rent Day”).

3.2. **6 months notice** of any rent increase will be given by the Council to the Tenant in October to take effect from 1 April.

3.3. Water supply shall be included in the rental 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. The Parish Council charges a £50 plot deposit for all new tenants. This deposit is refundable at the end of your tenancy provided the plot is returned in a condition ready to be let to the next tenant. If the plot is overgrown and requires any work the deposit will be retained to pay for this. In addition, the Parish Council is entitled to ***charge for any additional costs incurred for plot clearance at the end of a tenancy.***

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

Not applicable

#### **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 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.
- 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 1/3 of the Allotment Garden under cultivation of crops after 3 months and at least 2/3 of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 5.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 10%.
- 5.5. Should your plot become overgrown the council will write to you requesting the plot is cleared within 4 weeks. If the plot has not been cleared after 4 weeks **or you have not contacted the office** the Council will instruct its contractor to clear the weeds and the cost will be recharged to the tenant. Failure to pay for these works will result in a notice to quit being served.

#### **Prohibition on Under letting**

- 5.6. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit the Tenant from electing to share the plot, but if this is done it shall remain a private arrangement between Tenant and sharer and shall confer no tenancy rights on the sharer. The Tenant on giving up the tenancy must notify the Parish Council and must not attempt to hand the plot on to the sharer.)

#### **6. Conduct**

- 6.1. 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.

- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. 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.
- 6.4. 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.
- 6.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.6. 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 permission.
- 6.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## **7. Lease Terms**

- 7.1. 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.

## **8. Termination of Tenancy**

- 8.1. The tenancy of the Allotment Garden shall terminate
  - 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 2 months notice in writing
  - 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, or

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 his creditors, or

8.1.7. by the Council giving the Tenant at least one months notice in writing if, the tenancy was let on the condition that the tenant was a resident of the Parish and not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident outside the Parish.

9. 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. 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) and deducted from your plot deposit.

## **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 fax or 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 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 fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or 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 by the Council by

Alison Southern, Allotments Officer

Signed & dated by the Tenant

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## 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 without the prior consent of the Council. A maximum of 3 trees are permitted per plot.**
- 1.3. The Tenant shall keep every hedge that forms part of the boundary of his 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 Allotment Garden.
- 1.4. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 1.5. Public paths and haulage ways (roads) must be kept clear at all times.

#### 2. Security

- 2.1. 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 keys or codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 2.2. The key is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 2.3. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

#### 3. Inspection

- 3.1. 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.

#### 4. Water/Hoses /Fires

- 4.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 4.2. The Council reserve the right to remove hose connection facilities where they deem this necessary to ensure compliance with Anglian Water drought restrictions and hosepipe bans.
- 4.3. The Tenant shall have consideration at all times for other tenants when extracting water from water points. The use of hosepipes is permissible in order to fill up water containers but not for direct watering of plots. Overnight watering, the use of sprinklers and irrigations systems is strictly prohibited.
- 4.4. 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 smoke or hazardous residue. **All fires must be attended at all times, please check the wind direction before lighting a bonfire to ensure these do 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. **Firework parties are not permitted on site.**

#### 5. Dogs

- 5.1. 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.

#### 6. Livestock

- 6.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden with the exception of hens (no Cockerels) to the extent permitted by section 12 of the Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 6.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

## **7. Buildings and Structures**

7.1 The Tenant shall not without the written consent of the Council erect any building, structure or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council.

7.2 **For new tenancies offered after 1 November 2011** only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.

7.3 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.

7.4 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.

7.5 The Council will not be held responsible for loss by accident, fire, theft from or damage to an Allotment Garden.

## **8 General**

8.1 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.

8.2 All non-compostable waste shall be removed from the Allotment Site by the Tenant.

**8.3 The Tenant shall not utilise carpets or underlay on the Allotment Garden. (agreed November 2011)**

## **9 Chemicals, Pests, Diseases and Vermin**

9.1 When using any sprays or fertilisers the Tenant must 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

9.2 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

9.3 Comply at all times with current regulations on the use of such sprays and fertiliser.

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

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

## **10 Notices**

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

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

## **11 Car Parking**

11.1 Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in a manner so as not to cause an obstruction to other users.

***This tenancy agreement was revised and adopted by the A&OS committee on Wednesday 15<sup>th</sup> November 2017***