

# Orton Waterville Parish Council

## ALLOTMENT TENANCY AGREEMENT

### Terms and conditions of Tenancy

Date: xx xxx 2018

Tenants Name: Mr XXXXXX

Tenants Address: xxxxxxxxxx, Orton xxxxxx, Peterborough, PE2 xxx

Tenant's signature: \_\_\_\_\_

**I the undersigned confirm that I have read and fully understood all the agreement terms and conditions below and further undertake to follow them all to the best of my ability. I also understand that any transgression/s could result in me potentially having to answer my actions to the Parish Council, and in extreme circumstances could eventually mean the loss of my tenancy.**

Plot no. xxxx situated at xxxxxxxx as shown on the Council's allotment plan and containing approximately xx square metres with an annual rent of £xx.xx due on 1<sup>st</sup> October each year.

The Council has the right to terminate this agreement in the event of the Tenants failure to pay the rent due within the 30 day period.

In addition, a single refundable deposit of £25 will be paid by the Tenant to the Council. Such deposit may be used by the Council for any reinstatement of the Allotment Garden at the end of the tenancy into the condition it was in prior to the commencement of the tenancy. The refundable deposit will not attract any interest. In the eventuality that the Allotment Tenant has passed away, refunds will be made to the next of kin.

#### 1. Tenancy and Rent

- 1.1. Upon commencement of the tenancy the Tenant shall be resident within the Orton Waterville parish. Any relaxation of this condition will only be with the specific approval of the Council.
- 1.2. 3 months' notice of any rent increase will be given by the Council to the Tenant to take effect the next due rent day.
- 1.3. Water supply shall be included in the rental charge.
- 1.4. The Tenant must immediately inform the Council of any change of address

#### 2. Use of the Allotment Gardens

- 2.1. 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. However the keeping of certain hens (no cockerels) and ducks is permissible as stipulated in clause 2.26.
- 2.2. The tenant will keep the allotment garden reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 2.3. The Tenant shall clear and work 50% of the allotment garden within the first 6 months of their tenancy and 75% by the end of their first 12 months of their tenancy.
- 2.4. The Tenant shall not use the Allotment Garden or any building erected on it for the storage of any articles or materials not primarily intended for gardening purposes.
- 2.5. The Tenant may not carry on any trade or business from the Allotment Site.
- 2.6. Tenants are expected to compost or re-use all matter arising from the cultivation of their allotment garden. Any matter that is not compostable or re-useable must be removed from the site by the Tenant. Any stored compost and/or manure must be regularly turned to prevent vermin habitation.

- 2.7. The Tenant shall not deposit any rubbish or other waste material on any path, roadway, car park or access way to the allotment site or in a ditch or at the bottom of a hedge on or bounding such site, or bring any rubbish or waste material on to the allotment site from another source.
- 2.8. Children are the responsibility of the Tenant whilst within the allotment site and must be kept under close supervision of their parents/guardians for their own safety.
- 2.9. Dogs must be kept on leads at all times and kept within the confines of the Tenant's allotment garden. Any faeces to be removed and disposed of off-site by the Tenant.
- 2.10. Camping or residing on the site overnight is not permitted.
- 2.11. No firearms are permitted on or within the allotment site.
- 2.12. 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 the tenants own fruit trees.
- 2.13. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.
- 2.14. The Tenant shall not take, sell or carry away from the site any soil (except as attaching to produce), mineral, gravel, sand or clay.
- 2.15. The Tenant shall keep their pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant and keep in repair sheds on his Allotment Garden.
- 2.16. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.17. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.18. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice. Subject to any national or area restrictions applying from time to time the use of hoses is permitted for:
  - a) The filling of butts, watering cans and buckets at the Tenants plot;
  - b) The confined and specific watering of seedlings and plants;
  - c) The filling of water containers for livestock.
- 2.19. Use of hoses running unattended and/or broadcast, spray and sprinkler watering is prohibited.
- 2.20. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation and as far as possible select the chemical for whatever purpose that will cause the least harm to humans or wildlife.
- 2.21. 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 comply at all times with current regulations on the use of such sprays and fertiliser.
- 2.22. Notifiable Pests (vermin) and plant disease's, injurious weeds and invasive plants such as bamboo, Japanese Knotweed, Himalayan Balsam and Giant Hogweed must not be planted and if seen, reported to the Clerk immediately.
- 2.23. Controlled fires are permitted only on the Cherry Orton Road and Gostwick allotment sites between the 1st of October until 31st March, Monday, Wednesday, Friday and Saturday between the hours of 1.00 pm and 6.00 pm. Consideration must be given to the wind direction when lighting a bonfire; that it is not blowing directly over neighboring properties and that there is sufficient breeze or wind to swiftly carry the smoke away. All fires must be in a suitable container, i.e. Incinerator, Metal drum, wire cage or a brick unit built for that purpose. Only allotment garden waste may be burnt.
- 2.24. All bonfires must be supervised at all times and extinguished before the tenant leaves the site.
- 2.25. Any bonfire complaints reported to the Parish Council will be monitored by the Clerk and the Parish Council may review the rules on bonfires on Parish Council allotment sites.

- 2.26. No animals or poultry of any description except for hens (no cockerels) and ducks shall be kept on the allotment garden without written prior consent of the Council. 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. Livestock must be kept so that they are not prejudicial to health or a nuisance and kept within the confines of the tenants own allotment garden.
- 2.27. No structures are permitted on the Wyman Way site.
- 2.28. On the Gostwick and Cherry Orton sites The Tenant shall not without the written consent of the Council erect any buildings on the allotment garden. The Council will generally consent to the construction, of (a) a shed for keeping garden tools and incidental gardening materials, (b) a greenhouse or polytunnel for the growing of fruits/vegetables/flowers or (c) a shelter to accommodate hens and ducks. Any buildings constructed on the allotment garden must be constructed to the reasonable satisfaction of the Council. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted new structures
- 2.29. The combined total size of structures on a plot must not exceed 25% of the plot size and the Tenant must keep any existing buildings in a good and safe condition at all times.
- 2.30. The Tenant shall not use the allotment garden or any building erected on it for the storage of caravans, trailers, motor cars or motor cycles or any motoring accessories or for the storage or use of any other machinery not primarily intended for use for gardening purposes.
- 2.31. The Tenant acknowledges and accepts that any item taken onto or stored at the allotment by them is at their own risk. The Council will not be liable for any damage or loss incurred by the Tenant to any such items.
- 2.32. 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.
- 2.33. Any structure or any other item considered hazardous should be removed after instruction from the council. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination of their tenancy.
- 2.34. On termination of tenancy permission from the council must be obtained to leave a structure in place. Any work carried out by the Council to remove structures when this condition has not been met will be charged to the outgoing tenant.

### **3. Access & Security**

- 3.1 The Tenant shall permit the Clerk or any member of the Council at any time to enter upon and inspect the allotment garden.
- 3.2. Lock combinations are not to be given out to anybody other than the Tenant or the person authorised by the Tenant to work on his allotment garden. All visitors to the site must be accompanied by the Tenant.
- 3.3. The allotment site is to be kept locked at all times for the protection of all the tenants and their produce and possessions.
- 3.4. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.
- 3.5. Motor vehicles are only to be taken to the allotment garden for loading and unloading of tools or crops and should be returned to the car park area.

### **4. Conduct**

- 4.1. Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified. Any use of violence or threats of violence or damage to an others property will be grounds for immediate termination of tenancy and possible prosecution.
- 4.2. The Tenant shall have regard to his own health and safety and the health and safety of other allotment users whenever they are operating equipment on the allotment and shall not operate any equipment in an unsafe manner.

- 4.3. 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.
- 4.5. The Tenant or any person accompanying the Tenant shall not enter onto any other plot at any time 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.
- 4.6. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.
- 4.7. In the case of a dispute that cannot be resolved through mediation and no one party can be proven as being in breach of any site rules then the council and their agent reserve the right to end the tenancy of both parties due to the detriment this can cause to the allotment.
- 4.8. 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 periods of time when the Tenant is incapacitated by illness or is on holiday, the Council to be informed of such other person's name if the period is anticipated to be in excess of two weeks).

## 5. **Termination & Notices**

- 5.1 The Council has the right to terminate this agreement in accordance with the Allotment Acts 1908 – 1950 as amended.
- 5.2. The tenancy of the Allotment Garden shall terminate automatically on the next Rent Day after the death of the Tenant.
- 5.3. Should the Tenant wish to surrender their tenancy they must notify the Clerk in writing.
- 5.4. The tenancy of the Allotment Garden shall terminate by re-possession by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:  
for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or 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.
- 5.5. Where the Tenant surrenders the allotment tenancy during any year in which the Tenant has paid rent there shall not be a refund in respect of that period of the Tenancy surrendered, other than any due deposit if applicable providing that the allotment plot is left in an acceptable condition.
- 5.6. Any notice given under this agreement must be in writing. 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.
- 5.7. Any notice served on the Tenant will be delivered at or sent to his last known home address. Any address served on the Council must be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

## 6. **Legal Obligations**

- 6.1 The Tenant shall as regards the allotment garden observe and perform any other conditions which the Council reasonably requires and which have been notified to the Tenant.
- 6.2. 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 garden.
- 6.3. When plots are vacated or terminated it is the responsibility of the Tenant to leave the allotment garden in a clean and tidy condition and ensure all personal items are removed within an agreed time period. Any items left behind that require disposal will be dealt with as fly tipping, which is an offence under the Environment Protection Act 1990. The Tenant shall be liable to the Council for any costs incurred in the disposal of any items left on the allotment garden at the end of the tenancy. Where a deposit system is in place, in extreme cases any balance of costs subsequently incurred over and above that deposit, will still be due.