

**ALLOTMENT TENANCY AGREEMENT**

**AN AGREEMENT** made this ..... day of ..... **Two Thousand and .....**

**BETWEEN ST IVES TOWN COUNCIL (“The Council“)**

**and .....**

**of.....(“the Tenant“)**

**WHEREBY** The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the .....day of..... **Two Thousand and .....** the Allotment Garden number(s) ..... in the Register of Allotment Gardens provided by The Council and containing ..... (“The Plot”) or thereabouts at the yearly rental as specified by the Council payable yearly, and at a proportionate rent for any part of a year over which the tenancy may extend.

**A deposit of £..... is payable at the start of the Tenancy. This will be refunded on termination of the Tenancy provided that the Tenant has fully complied with the conditions set out below.**

**THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:**

**1. THE TENANT SHALL:**

- 1.1. Pay the rent on the ..... day of ..... each year or a proportionate rent for the remaining months of the year before the full rent becomes due. (Rent is inclusive of water charges)**

- 1.2. Use the Plot as an Allotment and Leisure Garden only, that is to say, wholly or mainly for the production of vegetable, fruit and flower crops for consumption.
- 1.3. Keep the Plot clean, free from weeds, in a good condition and in a good state of cultivation and fertility. In the event that the tenant is otherwise and temporarily incapacitated and unable to manage the plot, the Council must be informed in writing. If the tenant is a member of The Hill Rise Allotment Association (HRAA) they must also be informed. The tenant must put in place measures to have the plot maintained at his/her expense own expense for the duration.
- 1.4. Practice sensible water conservation by using covered water butts on sheds and other buildings and by considering mulching to conserve moisture. No hoses may be used at any time, or siphons put in place from water supplies provided by the Council.
- 1.5. Not cause any nuisance or annoyance, including noise nuisance, to the occupier of any other Allotment Garden, or obstruct any path set out by The Council for the use of the occupiers of the Allotment Gardens. Noise caused by the reasonable use of power-driven tools e.g. strimmers, lawn mowers is permitted.
- 1.6. Conduct himself or herself in an orderly manner at all times while on the site.
- 1.7. Keep the boundary of the Plot properly maintained and keep in repair any other fences and any other gates on the Plot.
- 1.8. Keep all sheds, greenhouses, polytunnels and other structures in good repair.
- 1.9. Not deposit or allow the deposit of refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required

for use in cultivation) on the Plot, or on any other area in or surrounding the Allotment Garden land.

- 1.10. Inform The Council immediately of any change of address.
- 1.11. Ensure that the allotment barriers and gates provided by the Council are secured and locked after every access and egress action by those tenants using such means.
2. WITHOUT PRIOR WRITTEN CONSENT OF THE COUNCIL THE TENANT SHALL NOT:
  - 2.1. Underlet, assign or part with possession of the Plot or any part thereof.
  - 2.2. Install any pond that has not been granted approval by the Town Council.
  - 2.3. Cut or prune any timber or other trees, apart from recognised pruning practices of fruit trees, or take, sell or carry away any mineral, sand or clay.
  - 2.4. Plant any trees on the Plot other than dwarf fruiting trees and or fruiting bushes.
  - 2.5. Keep any livestock on the allotment (except poultry and rabbits to the extent permitted by the section 12 of the Allotments Act 1950).
  - 2.6. Erect any building on the plot, provided that consent shall not be withheld under this clause to the erection of any building reasonably necessary for the purpose of keeping poultry or rabbits (to the extent permitted by section 12 of the Allotments Act 1950) nor shall consent be unreasonably withheld under this clause to the erection of a garden shed, greenhouse or polytunnel the maximum size & positioning of which shall be determined by The Council. Buildings or erections in place before 30<sup>th</sup> September 2008 are deemed acceptable to the Council.

- 2.7. Erect any notice or advertisement anywhere on the site.
3. ADDITIONALLY:
- 3.1. **Hard landscaping** - the maximum area for hard landscaping, including patios and internal paths is 20% of the Plot size, unless by prior written consent of St Ives Town Council.
- 3.2. **Bonfires** are allowed for the burning of diseased plants and dried-out organic material provided that any such bonfires must burn without excessive smoke or hazardous residue. All fires must be safely contained and put out at dusk.
- 3.3. **Skips** will be provided by the Council twice each year for the removal of non-compostable waste. Other non-compostable waste must be removed by the Tenant.
- 3.4. **Chemicals** must be used and stored in compliance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002). Information on this is available from The Council.
- 3.5. **Hedging** – Native hedging only may be planted around three sides of the Plot but never on the front boundary facing the communal path/road. A gap of at least 18" / 45cm must be left clear between the plot boundary and the outside edge of the hedge. Your hedge must not cross the boundary with any neighbouring plot or, in the case of plots at the end of rows, the boundary with any communal path. The hedge must be kept trimmed and only allowed to grow to maximum dimensions of 4'(h) x 2'(w) / 120cm(h) x 60cm(w).
- 3.6. **Barbed wire** - no barbed wire may be used for, or on, a fence adjoining any path set out by The Council for the use of the occupiers of the Allotment Gardens.

- 3.7. **Dogs** - must be kept on a leash at all times when on the site of the Allotment Gardens, and all dog faeces must be removed from the site. Once inside the site the dog(s) must be kept securely within the tenant's own plot.
- 3.8. **Visitors** - no Visitors are permitted on the site unless they are accompanied by a Tenant or a member of a Tenant's family. The tenant can give express permission to another person to carry out specified tasks on the tenant's plot in their absence. The Council has the right to refuse the admission of visitors to the Allotment Gardens.
- 3.9. **Trading** - the Tenant may not carry on any trade or business from the allotment site (surplus produce may be sold as an ancillary to the provision of crops for family).
- 3.10. **Disputes** - The Council shall act as arbiters in any dispute between Tenants and the decision of The Council will be final.
- 3.11. **Inspections** – in instances of concern over matters of Health & Safety or in an emergency any officer of The Council shall be entitled to enter and inspect the when directed by The Council. In non-urgent cases the Town Council will give the Tenant seven days written notice of their intention to enter and inspect the plot.
- 3.12. **Termination of Tenancy** - The Tenancy shall terminate
- 3.13. a) on the next yearly Rent Day following the death of the Tenant  
b) by not less than twelve months nor more than fifteen months notice in writing being given by The Council or the Tenant  
The Council may terminate the Tenancy forthwith if:  
a) the rent is in arrears for 40 days or more, or  
b) the Tenant fails to abide by the conditions of this Tenancy

3.14. **Compensation** - In the event of the disposal of allotments by the Council for any reason then compensation will be payable to the outgoing tenant for crops or improvements on account of the allotment garden being required.

Signed \_\_\_\_\_ (Town Clerk)

Date \_\_\_\_\_

On behalf of The Council

Signed by the Tenant \_\_\_\_\_

Date \_\_\_\_\_

**ANY SPECIAL CONDITIONS AFFECTING THE ALLOTMENT GARDEN ARE TO BE ENDORSED ON THIS AGREEMENT.**

**Note: Allotment (Leisure) Gardens are not treated as agricultural land Allotment (Leisure) Gardens land may be assessed for rates but rates are NOT payable.**

**The National Society of Allotment & Leisure Gardeners Ltd advise that three copies of this Agreement be prepared. All should be signed in the appropriate places. One copy should be handed to the Tenant, one should be retained by the Council, and the third can be passed to the Allotment Gardens Society on the site where such a Society is in operation.**