

## Tenancy Agreement for Allotment Gardens

1. The council shall let to the tenant the allotment plot situated at [xxxxxxxxxx] and referenced as [xxxxx] in the council's allotment plan and containing approximately [x] rods.
3. The annual rent and water charge will be determined by the council and shall be paid by the tenant no later than 30th September.
4. The council reserves the right to include, in the rental charge, the cost of any additional amenities provided on the site during any given year.
5. Twelve months' notice of any rent increase will be given by the council to the tenant included in the renewal notice of the preceding year, to take effect the following year.
6. The tenant must immediately inform the council of any change of address or contact details.
7. The tenant shall use the allotment plot only for the cultivation of fruit, flowers and vegetables for the use and consumption by him/herself and his/her family.
8. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, flowers, and vegetables on the allotment plot.
9. The tenant normally shall reside within the parish of Harwich and Dovercourt during the tenancy, however, requests from residents outside the parish will be considered.
10. During the tenancy, the tenant shall:
  - A) Keep the allotment plot clean, tidy and in a good level of cultivation.
  - B) Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the allotment plot.
  - C) Not keep livestock or poultry on the allotment plot, without written permission of the council.
  - D) Not bring to or keep animals on the allotment plot except those referred to in C and the terms in the schedule for dogs.
  - E) Without consent of the council, not assign the tenancy, sub-let or part with the possession of any part of the allotment plot. In the event of short-term incapacity, a tenant may nominate, in writing, the name of a non-tenant to cultivate the plot during the tenant's absence.
  - F) Not erect any building or other structure on the allotment plot or fence the plot without first obtaining the written consent of the council.
  - G) Maintain, keep trim and in decent order, all pathways and hedges bordering the plot.
  - H) All allotment plots shall be fully bordered by a pathway of not less than half a metre. Tenants shall be responsible for ensuring that the perimeter pathways remain totally unobstructed and shall not extend their plot into an existing path.
  - I) Other than fruit trees on the tenant's own plot, the tenant shall not cut, lop or fell any tree growing on the allotment site without first obtaining the council's written consent and if appropriate, planning permission (Tree Preservation Order).
  - J) Be fully responsible for the actions and safety of any individual that they invite on to the allotment site.
  - K) Permit an inspection of the allotment plot at all reasonable times by the council's employees/agents.
  - L) Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment site.
  - M) Be responsible for all items on the plot, both planted, deposited or built on the site.
11. The tenant shall observe additional rules that the council may make or revise for the regulation and management of the allotment site and other allotment sites let by the council.

12. The council shall pay any additional rates, taxes due or other assessments which may at any time be levied or charged upon the allotment site.

13. In the event of land disposal, the tenancy may be terminated by the council serving on the tenant not less than twelve months' written notice to quit, expiring on or before the 6th day of April or on/after the 29th day of September, in any year.

14. The tenancy may be terminated by the council by serving 28 days written notice on the tenant if:

A) The rent is in arrears for 40 days.

B) Three months after the commencement of the tenancy the tenant has not observed the rules and not fully acted in accordance with the tenancy agreement.

C) The tenant does not abide by the rules and conditions set out by Harwich Town Council.

D) Automatically, on the 30th September, next after the death of the tenant.

15. If the tenant is in breach of the tenancy agreement, the council may terminate the tenancy. Termination will not prevent the council from seeking any damages or unpaid rent or in pursuing any outstanding issues. Such action will not prejudice any right to compensation enjoyed by the tenant.

16. The tenancy may be terminated at any time, by the tenant, by serving on the council written notice. The tenant will not have the right of refund of any remaining portion of that year's rent and water charges.

17. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building/structure erected in the allotment plot unless the council agrees otherwise, which shall be confirmed in writing to the tenant. If the building/structure has to be removed by the council, the removal costs will be billed to the tenant. If an arrangement is made by a new tenant to retain the building/structure on the plot, then he/she becomes similarly responsible.

18. In the event of the termination of the tenancy, the tenant must return to the council any property (keys/tap key etc) made available to him/her during the tenancy and shall leave the plot in a clean and tidy condition, removing all non-allotment equipment/items. 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 previous tenant (Allotments Act 1950, S4).

19. 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. Any notice served to the tenant will be delivered at/sent to his/her last known home address. Any notice served on the council should be sent to the address given in this agreement. It is the responsibility of the tenant to ensure that the council is in possession of up to date contact details at all times.

20. 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.

## **THE SCHEDULE**

### **CULTIVATION AND USE**

The tenant shall use the plot as an allotment and leisure garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetables, flowers and fruit crops for the consumption or enjoyment by the tenant and his/her family) and for no other purpose.

The plot shall be kept clean and free from 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.

New tenants; a minimum of 50% cultivation in the first twelve months and then a minimum of 75% cultivation by the end of the second year. Existing tenants; a minimum of 75% cultivation throughout the growing season.

Any uncultivated areas must be kept weed free and tidy. Uncultivated areas may be protected using appropriate plastic covering but not carpet.

In line with the other clauses of the tenancy agreement, up to 10% of a plot may be grassed if prior written consent is obtained from the council. Stones may not be used as a covering without prior written permission from the council.

### **CONDUCT**

The tenant must, at all times during the tenancy, observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders or regulations affecting the allotment site.

The tenant must comply with the conditions of use.

The tenant must not cause, permit, or suffer any nuisance or annoyance to other plot holders, neighbouring residents of the allotment site and council staff and must conduct him/herself appropriately at all times.

The allotment plot 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 plot.

The tenant shall not enter onto any other plot, at any time, without the express permission of the relevant plot holder.

The tenant must not remove produce from any other plot, without the express permission of the relevant plot holder.

### **TREES**

All fruit trees on allotment sites should be regularly maintained by plot holders, should not be more than four metres in height and should not cause any inconvenience to neighbouring plots.

No new trees should be planted without prior consent of the council.

The branches of trees should not be permitted to extend beyond the growing area of a plot and, in the judgement of the Assistant Clerk to the Council, must not cause significant shading issues for any adjacent plot.

## **HEDGES AND PATHS**

The tenant shall keep every hedge that forms part of the boundary of his/her allotment plot properly cut and trimmed, all pathways between plots trimmed and well maintained.

The tenant shall not use any barbed/razor (or similar) wire for a fence adjoining any path set on the allotment site.

Public paths and haulage ways (roads) must be kept clear at all times.

All plots must be bordered by a path and be no less than half a metre wide.

All boundaries surrounding his/her allotment plot shall be kept clear, cut back and tidy.

## **SECURITY**

If the tenant has been issued with a key to access the allotment site, no replicas to be made or passed to anyone other than the person authorised by the tenant to work on his/her allotment plot.

The 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.

## **INSPECTION**

An officer of the council, if so directed, may enter allotment plots for the inspection of sheds, greenhouses, polytunnels, state of cultivation and general tidiness of allotment plots.

Full access must be given by the tenant, to the officer, at a mutually convenient time. If a mutually convenient time cannot be agreed, then the officer may inspect alone.

## **WATER CONSUMPTION**

The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

The tenant shall have consideration for other tenants when extracting water from the water points provided by the council at all times. Use of water must not be excessive.

The tenant is not to attach an adapter to any council provided water point.

The tenant must not use irrigation/sprinkler systems.

The tenant shall only use single use hose pipes or watering cans to water his/her allotment plot.

## **BONFIRES**

Bonfires are allowed for the burning of materials from the allotment plot only i.e. diseased plants and dried out organic material that will burn without smoke or hazardous residue.

The tenant shall not bring or allow to be brought on to the allotment site, any material for the purpose of burning such waste.

Bonfires must only occur after 18:00 hours in the summer and 17:00 hours in the winter.

No fire shall be left unattended and must not cause a nuisance to the neighbouring residents and plot holders.

Emergency water must be to hand at all times and the bonfire must be fully extinguished before leaving the site.

### **DOGS**

The tenant shall not bring or cause to be brought onto the allotment site any dog, unless it is held at all times on a leash and remains on the tenants plot only.

Any fouling to be removed and disposed of, off site, by the tenant.

### **BEES**

No bee hives or boxes on plots without the express written permission of Harwich Town Council.

All applications to be in writing and will be considered on an individual basis and subject to individual conditions.

Tenants must accept full responsibility, in writing, for the hive/box and either the tenant or the beekeeper must produce valid insurance and evidence they are suitably qualified to take care of a hive/box.

The tenant/beekeeper is to remove the hive/box immediately if requested to do so by Harwich Town Council and, if circumstances dictate, without notice.

### **STRUCTURES**

No structure or pond shall be placed on an allotment plot without the consent of the council. In the event of consent being declined, the tenant may appeal the decision to the Allotments Committee. Under most circumstances, permission will not be granted for any structure to be placed within 0.5 metres of a plot boundary or for any shed exceeding 8 x 6 ft.

The tenant shall keep all shed, greenhouses, polytunnels and other structures in good repair, to the satisfaction of the council. These shall not cause any inconvenience, nuisance or annoyance to neighbouring plots and residents.

Oil fuel lubricants and other flammable liquids shall not be stored.

The council will not be held responsible for the loss by accident, fire, theft or damage from the allotment site.

### **GENERAL**

A tenant will not be permitted to take on a further plot, or transfer to another plot unless the council is content that the tenant has fully complied with the tenancy agreement in relation to his/her current plot(s).

Only material intended to assist, enhance or designed for the purpose of normal allotment activity, is to be brought onto a plot and must be utilised for the intended purpose within 1 month or removed from the site.

The tenant shall not deposit or allow other persons to deposit on the allotment site any refuse or any decaying matter that will not be utilised immediately (except manure and compost in such quantities as may reasonably be required for use in cultivation).

The tenant shall not place any matter in hedges, ditches or dykes in or surrounding the allotment site.

The tenant must cover any manure on the allotment plot which is not dug in.

All non-compostable waste to be removed from the site, by the tenant.

The tenant shall not utilise carpets or underlay on the allotment plot.

### **CHEMICALS, PESTS, DISEASE AND VERMIN**

Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation.

When using any sprays/fertilisers the tenant must;

- A) Take all reasonable care to ensure adjoining hedges, trees and plots are not adversely affected and must make good or replant as necessary, should damage occur.
- B) 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 pests and vermin.
- C) Comply at all times with current regulations on use of such sprays and fertilisers.
- D) Comply with all the relevant legislation with regards to# the use and storage of chemicals.
- E) Report any incidence of vermin (rats) on the allotment site, to the council.

### **NOTICES**

The tenant shall be responsible for displaying and maintaining a plot number and ensure it is visible at all times.

The tenant shall not erect any notices or advertisement on the allotment plot without prior consent of the council.

Plot identification markers placed by the council shall not be repositioned or removed.

### **CAR PARKING**

If designated parking is provided at the site, only the tenant or persons acting for them shall be permitted to bring cars onto the site. They may be parked on the designated areas of parking shown on the allotment plan and not obstruct the haulage way at any time.

### **DISPUTES**

Disputes between tenants will be referred to the council for due process and the decision of the council will be binding on all tenants involved in the dispute.

### **INSURANCE**

All tenants are advised to have public liability insurance for their plot. Where available, it is advised that all tenants join the Local Allotment Association where public liability for their members may be automatic upon joining.

### **DEATH OF A TENANT**

Where a plot falls vacant because of a tenant's death, if it can be shown that a member of the tenant's immediate family has been jointly cultivating the plot for a period of time and wishes to take on the tenancy, it may be offered to them at the discretion of the council.