

Allotment Tenancy Agreement between Reepham Town Council and (the Tenant).

This Allotment Tenancy Agreement is made the 1st April 2014

Between Reepham Town Council ("The Council")

And

Tenancy

The Council agrees that a Tenant who signs this agreement and observes the following conditions may peacefully use and enjoy the allotment without interruption by the Council.

Rents

The yearly rent of £.....will be due from..... for Plot

Rents will be reviewed annually at the end of January. Twelve months notice of rent increase will be given by the Council. This to be included in the renewal notice to take effect the following year (ie notice in February 2014 for an increase to take effect in April 2015).

The tenant shall:

- pay their rent on the first of April each year. Where the rent remains unpaid for more than 40 days the plot will be considered vacant and be reallocated by the Council;
- notify the Council of any change of address;
- yield up the allotment at the end of the tenancy in a good condition;
- not assign any or part of allotment to another person without prior written permission from the Council;
- permit a representative of the Council to enter the allotment and inspect the condition of the allotment and any buildings or structures, subject to reasonable notice.

Termination of a tenancy.

The Tenancy will terminate:

- twenty eight days after the death of the Tenant;
- if the land has been appropriated under a statutory provision;
- by the Tenant giving 28 days written notice;
- if the rent has not paid in full for more than forty days or where the Tenant delays payment of the rent on more than one occasion;
- if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant. In this case the Council will write to the Tenant stating the nature of the complaint and the last date of the tenancy. The Tenant would normally be given a termination of tenancy date that allows for the harvesting of planted crops.

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.

Cultivation and use of the allotment.

The Tenant:

- may use the plot as an allotment and leisure garden only (that is wholly or mainly for the production of vegetables, fruit, flower, crops for consumption or enjoyment by the tenant, their friends and family);
- may not carry on any trade or business from the allotment site, although a small amount of surplus produce may be sold;
- may not plant any fruiting bushes or trees that grow more than 6 foot (2 metres) tall without the prior written consent of the Council;
- may not without the written consent of the Council cut or prune any timber apart from pruning of fruit trees nor take sell or carry away any mineral gravel sand, earth or clay.

The Tenant is required to:

- keep the allotment clean and free of weeds and in a good state of cultivation and fertility;
- keep boundary hedges properly cut and trimmed, fences and pathways between plots, gates and sheds in good condition;
- ensure that barbed wire is not used for fencing along paths;
- refrain from depositing or allowing other persons to deposit on the allotment site any 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 allotments site;
- refrain from putting carpets or underlay on the allotment site;
- practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a method of water conservation;
- refrain from the use of hose pipes and to consider others when extracting water from water points;

Buildings and paths.

Maximum area for hard landscaping ie patios, internal paths etc is 20% of the individual allotment site.

The written consent of the Council is required to erect any building. These may include:

- Sheds (footprint no larger than 8 foot by 6 foot);
- Structures for keeping livestock (poultry);
- Greenhouse, polytunnel, cold frame;

All sheds, greenhouses, polytunnels and other structures to be kept in good repair to the satisfaction of the Council. Failure to do so after a written warning may result in an order by the Council to remove the structure;

Oil, fuel, lubricants or other inflammable liquids may not be stored in any shed except in an approved container (maximum of 5 litres) for use in garden equipment only.

Notice boards.

The site notice board is for information about allotments only.

The tenant is not to erect any notice or advertisement on their allotment site.

Livestock and dogs

Any dogs brought onto the allotment field must be held at all times on a leash and remain on the Tenant' plot only. Any faeces to be removed and disposed of off site by the Tenant.

Poultry are to be kept only with the prior written consent of the Council. The Tenant is to inform the Council of the number of creatures to be kept and to display a telephone number on their allotment site in case of problems; Poultry must be kept in a way that is not prejudicial to health or a nuisance to other Tenants and/or neighbouring residents of the allotment site.

Use of chemicals

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

Chemicals to be used only in ways which are not detrimental to the cultivation of nearby plots or cause annoyance to adjacent Tenants.

The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002) available from the Council.

Any incidence of vermin (Rats) on the site must be reported to the Council to be dealt with by the Council's pest control agents.

Consideration of other plot holders

The Tenant must not cause any nuisance or annoyance to other ploholders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.

In particular:

- to refrain from entering any other allotment site without the express permission of the ploholder;
- children, family, friends, and dogs who accompany a plot holder may not enter another plot without the express permission of the ploholder;

Bonfires are permitted only for the burning of materials from the allotment site i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. Fires must be attended at all times and fully extinguished before the tenant leaves the site. They must not cause a nuisance to neighbouring residents or ploholders.

Disputes between Tenants will be referred to the Council whose decision will be

binding.

Security

The main access gate to be kept closed at all times.
The Council will not be held responsible for loss by accident, fire, theft or damage of any produce, tools, creatures or contents in a shed, greenhouse or polytunnel. The Council advises the Tenant to take out their own insurance for the loss or damage to structures, tools and equipment.

Car Parking

Only Tenants or persons acting for them are permitted to bring cars onto the site. Cars must be parked in the designated areas for parking and not to obstruct the pathways at any time.

The tenant acknowledges receipt of and agrees to comply with the risk assessment guidance for the allotments and a copy of the Inspection, Termination and Appeals Procedure.

Tenancy agreement signed by:

.....
(Tenant)

.....
(for and on behalf of Reepham Town Council)