RUSTHALL PARISH COUNCIL

ALLOTMENT GARDEN TENANCY AGREEMENT

Date of Agreement: ……..……..

Allotment Site……..……

Plot No. ……..……

BETWEEN

(1) Rusthall Parish Council

Rackliff Centre, 26 Lower Green Road, Rusthall, TN4 8TE

Tel: 01892 520161
Allotment Manager 07983 920716
Email allotments@rusthall-pc.gov.uk

('the Council')

and

(2) Name ……

Address .....

Mobile …….. Tel: ……..……..

Email: ……..……..

("the Tenant")

The Details of the Agreement are as follows :

Section 1 – The Agreement
Section 2 – The Conditions of Use

Section 1

The Agreement

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 the Tenant rent the above piece of land situated on the Council's allotment plan and containing approximately , All ability Box ¼ plot / ½ plot / 1 x full plot ("the allotment garden").

3. Persons Eligible to be Tenants of the Allotment Gardens

3.1 Any person who lives within 1-mile radius of the Parish of Rusthall shall be eligible to become a tenant of an allotment garden within Rusthall. Those further away may be considered to have a plot at the managers discretion.

4. Tenancy and Rent

4.1 The Allotment Garden shall be held on a yearly tenancy from 1st October at an annual rent of :

- £10.00 per All ability Box
- £18 per ¼ Plot
- £35.00 per ½ plot
- £70.00 per full plot

which is payable by BACS to the Council by the Tenant on the **1st of October** each year ("the Rent Day").

The Councils' bank account details are:

- Account number 20312370,
- Sort code 608301.

If you are unable to pay by bank transfer, please contact the Clerk to make alternative arrangements.

4.2 A tenancy taken up between 1st October and the 31st May is liable to pay the full amount for that year. A tenancy taken up from the 1st June to the 31st August the payment is reduced by 50%. A tenancy taken up from the 1st September to the 30thSeptember is free for that year.

4.2 Tenancy will automatically cease if the rent is not received by the 31st October of that year.

4.3 A deposit of £50 will be required to cover any costs incurred by the Council if the plot is left in a poor condition at the end of a tenancy (See 10. Below).
Plus a £20 deposit for the security key needed to access the Allotment.

4.4 6 months' notice of any rent increase will be given by the Council to the Tenant in April of that year.

4.5 Water Supply shall be included in the rental charge.

4.6 Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

4.7 Plot holders need Public Liability Insurance and this will come from the fees paid via the National Allotment Society of which all plot holders will be enrolled as members

5. The Council will:

5.1 Pay all rates and taxes.

5.2 Maintain the supply of water (pipes, tanks etc.).

5.3 Maintain the main paths on each site.

5.4 Maintain the gates, and perimeter boundaries.

6. Cultivation and Use

6.1 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, especially Ragwort, Japanese Knotweed and noxious plants and in a good state of cultivation and fertility and in good condition **(See Conditions of Use below).** The Parish Clerk must be immediately notified if Japanese Knotweed is discovered on an allotment plot.

6.2 The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be made available as ancillary to the provision of crops for the family).

6.3 The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths, etc. is 20%. No permanent structure to be built and no cement to be used.

6.4 Plot holder allocation to be a maximum of 2 x ½ plot or 1 x full plot to negate multiple plots not being managed appropriately.

7. Prohibition on Sub letting

7.1 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 short periods of time when the Tenant is incapacitated by illness or is on holiday. The Council to be informed of the other person's name).

No trailers, tractors or mechanical equipment can be stored on sites without permission

8. Conduct

8.1 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.

8.2 The Tenant must comply with the Conditions of Use below.

8.3 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.

8.4 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.

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

8.6 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.

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

8.8 The Tenant will not be on the site or their plot after the hours of dark, unless for an authorised social gathering or an emergency, in which case the Allotment managers should be informed.

9. Termination of Tenancy

9.1 The tenancy of the allotment garden shall terminate:

9.1.1 automatically on the Rent Day next after the death of the Tenant, or

9.1.1.1 the plot is not cultivated to the required standard 3 months after commencement of the tenancy (see Conditions of Use below), or

9.1.2 by either the Tenant giving to the Council at least six months' notice in writing expiring on or before the 6 April or on or after 29 September in any year, or

9.1.3 by re-entry by the Council after 3 months' previous notice in writing to the Tenant on account of the Allotment Garden being required, or

9.1.3.1 for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

9.1.3.2 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

9.1.4 by re-entry after one month's written notice If the rent is in arrears for not less Than 30 days.

9.1.5 by re-entry after one month's written notice if the Tenant is not duly observing the conditions of this tenancy, or

9.1.6 New tenants will be given a 3-month probationary period following which if the Officer of the Council or Committee deem insufficient work has been carried out the Council reserves the right to terminate the agreement and refund the rent.

10. In the event of the termination of the tenancy the Tenant shall return to the Council any property 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 Allotment s Act 1950).

11. Change of address and/or contact details

11.1 The Tenant must immediately inform the Council of any change of address, email or telephone number.

12. First Aid Kit and AED

1.1 If the first aid kit or AED is used entry Must be made into the accident book and the Allotment Manager informed so that supplies can be restocked

13. Notices

12.1 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 email if a confirmation copy is delivered by hand sent by registered post or recorded delivery on the same day.

12.2 Any notice served on the Tenant should be delivered at or sent to his last known home address. Any notice 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.

12.3 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.

12.4 A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600hrs or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

12.5 General day to day communications about sites will be via WhatsApp. Each site has own group.

Section 2
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 and or fruiting bushes without the prior consent of the Council.

2. Hedges, Paths and Access

2.1 The Tenant whose plot borders the site boundary must keep any boundary hedge, on the allotment side, properly trimmed and tidy. Hedging between plots is not permitted. Grass pathways between plots must be kept trimmed and 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.

2.2 The Tenant shall not use any barbed or razor wire (or similar) for a fence on the Allotment Site. Gates or fences are not permitted over pathways used by other tenants.

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

2.4 All paths must be kept a minimum of 45 centimetres wide.

2.5 No gated access from adjacent properties to allotments allowed without the specific permission of Rusthall Parish Council.

2.6 A previously permitted access from a tenant's home on to their plot will be honoured until the tenancy expires. The boundary must then be re-secured. No such direct new accesses onto any of the Council's allotment sites, will be permitted.

3. Security

3.1 The Tenant shall be issued with the code number for the combination padlock to access the Allotment Site shed, Summer House

3.2 The code is not to be given to anyone else by the Tenant.

3.3 The access gates 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.

3.4 Please carry a mobile phone when on site to call for help should you need it. The Allotment Manager and site Reps have keys for all three sites

3.5 Rusthall Parish council have CCTV installed on some sites. The Police may ask for footage in the case of an incident and Rusthall Parish Council will comply with such requests

4. Inspections

4.1 An officer of the Council, or Members of the Allotment Committee acting in their official capacity, may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, poly tunnels and any livestock. Full access must be given by the Tenant to the officer or Committee at a mutually agreed, mutually convenient time to inspect livestock and locked premises. Following reports and requests for works to be completed by the tenant written/email notice will be sent to the tenant which will include a time limit of 14 days for works to be completed by the tenant.

4.2 Following such written notice, if the tenant has failed to carry out such work as requested by an Officer of the Council or Committee within a period of 14 days; the tenancy will be deemed to have been terminated.

4.3 The Tenant must have at least 50% of the plot worked/cultivated by the second week of

May and 75% by the 14th June. If after the June inspection a plot has not been cultivated satisfactorily a warning letter will be issued.

4.4 If at any time a garden appears to the Council to be uncultivated, the Council reserves the right to cut down all weed growth and charge the Tenant for the cost of doing so.

4.5 Following a site inspection by the Parish Council Allotment Committee during September the committee reserves the right to instruct the Clerk to refuse to renew a tenancy, in October, for a plot which has been insufficiently cultivated and maintained through the year.

4.6 If a tenancy is terminated by the Council or if the Council refuses to renew a tenancy, any future application by the tenant for an allotment plot must be unanimously approved by the approved Parish Council Allotments representatives (3 plus Managers)

4.7 Where a community toilet is on site it is the responsibility of plot holders to keep this clean and maintained under the direction of the site representative. The toilet will form part of the weekly and formal inspections and notice can be given as to its removal if it is found in a dirty or inoperable condition

5. Disputes and Arbitration

5.1 The Tenant agrees that any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment site shall be referred to the Council whose decision is final.

5.2 It is agreed that in the event of any dispute between the Tenant and the Authorised Officer regarding the interpretation of this Tenancy agreement the matter shall be referred to an arbitrator agreed between the Council and the Tenant.

6. Water/Hoses/Fires

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

6.2 The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time.

6.3 Contained 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, between the 1st October and 1st May from 10am to dusk. All fires must be attended at all times and 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.

6.4 No unauthorised open fires are allowed on the Allotment Site.

6.5 Where possible we want to avoid fires on all sites to protect the environment. Composting on plots is encouraged and composts should be turned on a regular basis to reduce vermin. Fires can be lite in metal containers from October to May. Open fires and burns requested outside this period must be via the Allotment Manager. Communal fires can be arranged via the Allotment Manager

7. Dogs

7.1 Any dogs brought onto the Allotment Site must be securely held on a lead and any fouling must be removed.

8. Livestock

8.1 Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Parish Council may provide in writing.

8.2 Livestock must be kept so that they are not prejudicial to health or nuisance. Tenants must be mindful of DEFRA regulations.

8.3 Consent from the Council will be required in order to keep bees. A separate policy and agreement is required.

9. Buildings and Structures

9.1 The Tenant shall not without the written consent of the Council erect any building 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 rabbits or 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. The maximum size for a shed being 8ft x 6ft x 6ft/square feet. Only one garden shed per ½ plot may be permitted.

9.2 Perspex or other alternatives is recommended in any permitted structures. Tenants are encouraged to replace wooden sheds with metal sheds wherever possible to reduce the risk of fire.

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

9.4 Oil, fuel, lubricants or other inflammable liquids **SHALL NOT** be stored in any shed.

10. General

10.1 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.

10.2 The Tenant must cover any manure on the Allotment Garden which has not been dug in.

10.3 All non-compostable waste **must** be removed from the Allotment Site by the Tenant promptly.

10.4 NO carpet is to be used on the allotments for ground cover.

10.5 Tenants will indemnify the Council against all costs, claims and liabilities, which may arise in connection with his or her tenancy.

10.6 The Council accepts no liability for damage or injury caused by or to tenants whilst on an allotment.

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

10.8 Tenants are advised not to store any items of value on the allotment and to insure and mark any items they do decide to keep on an Allotment Site.

11. Chemicals, Pests, Diseases and Vermin

11.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pest, diseases or vegetation.

11.2 When using any sprays or fertilisers the Tenant must:

11.2.1 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

11.2.2 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

11.2.3 comply at all times with current regulations on the use of such sprays and fertiliser.

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

11.4 Any incidence of vermin (rats) on the Allotment Site must be reported to the Council and plot holders will be responsible for pest control via a RPC approved contractor on their plots, RPC will assume responsibility on communal areas. Feeding birds, not moving compost and having untidy and unused areas, welcomes rats and inspections may ask to to rectify issues found.

12. Notices

12.1 The Tenant will display their plot number and ensure it is visible at all times.

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

13. Car parking

13.1 Only the Tenant or persons acting for them shall be permitted to bring vehicles onto the site for deliveries.

Rusthall Parish Council reserves the right to amend this agreement and Conditions of Use as it sees fit, giving the tenant 3 months' notice of any changes made.

Tenancy Agreement executed for and on behalf of the Council by the Rusthall Parish Council Clerk

Signed by the Tenant ……

Name of Tenant ……

Date of Agreement ……