

WOTTON-UNDER-EDGE
TOWN COUNCIL

**ALLOTMENT
TENANCY
AGREEMENT**



This agreement is made on the between the Wotton-under-Edge Town Council (hereinafter called "the Council") of The Civic Centre, 2 Gloucester Street, Wotton-under-Edge, Glos GL12 7DN of the one part and;

Mr, Mrs, Miss, Ms

Of

(hereinafter called "the Tenant") of the other part

1 The Council agrees to let, and the Tenant agrees to take the Allotment Garden described in the schedule hereto (subject to any exceptions, reservations and provisions contained in any deed or document under which the Council hold or derive title to the land) for the term and at the rent specified in the said schedule.

2 The Tenant agrees with the Council to comply with the Council's terms and conditions for allotment holders listed below.

The Schedule

The Allotment Garden half/ whole No..... at New Road / Knapp Road Allotments.

The Tenant shall pay a yearly plot rent of £..... in respect of the land payable yearly on 1st April.

Any tenant that lives outside the Wotton-under-Edge Town Council boundary will have to pay the Council a surcharge of £5.00 yearly on 1st April.

The Council may alter the amount of yearly rent by giving notice to the Tenant of not less than twelve months.

Terms and Conditions

1. Application

1. These rules are made under section 28 of the Smallholdings and Allotments Act 1908 and apply to all Allotment Gardens, including any let before these rules came into force. They come into force on the date they are signed.

2. Tenancies

2.1 All Tenants must complete and sign a Tenancy Agreement. Each plot will be in the name of one Tenant. Groups or organisations must be approved by the Council; such Tenancies will be in the name of one person known as the Principal Tenant.

2.2 Joint or shared Tenancies are not permitted.

2.3 Vacant plots must be offered by the Council to applicants on the waiting list.

3. Assignment

3.1 The Tenancy of an Allotment Garden is personal to the Tenant. Tenants may not sub-let, assign, underlet or part with possession of all or part of their Allotment Garden.

4. Rent

4.1 Rent is due at the commencement of the Tenancy and annually on 1st April thereafter. The Council may offer a discount to be made on what ever basis the Council decides.

4.2 Rent may be increased at any time provided the Council takes reasonable steps to give Tenants 12 months notice. An accidental failure to give notice to an individual Tenant will not invalidate the Tenant's rent increase.

4.3 The Council may increase the rent without notice where additional amenities are provided on a site.

5. Cultivation and Use of Allotment Gardens

5.1 Tenants must use the Allotment Gardens for their own personal use and must not carry out any business or sell produce from Allotment Gardens.

5.2 Tenants must use the Allotment as an Allotment Garden (detailed in Do's and Don't's) and not for any other purpose.

5.3 Plots must be kept clean, free from weeds, well manured and maintained in a good state of cultivation and fertility.

5.4 Where a Tenant fails to maintain a good standard of cultivation the Council will serve a "Letter of Concern" giving a specific period for improvement, or a 14 day "Notice to Remedy Letter". Failure to improve the plot, or if the Tenant receives three letters detailed above within three years may lead to a " Notice to Quit Letter" to terminate the Tenancy.

5.5 If the plot is left in a poor state of cultivation or requires the removal of materials, property or rubbish, then the vacating Tenant may be required to re-imburse the Council for reasonable costs.

5.6 Tenants must not cut or prune any trees adjoining the Allotment Garden unless permission is given by the Council. This does not affect the routine pruning of the hedges on or adjacent to the plot, or the Tenant's own trees.

5.7 Tenants must observe any other rules (Do's and Don'ts) or regulations which the Council makes at any time, along with any other statutes or legislation that may affect Allotment Gardens in the future.

5.8 Tenants must comply with all directions given by an Officer of the Council.

5.9 Tenants must leave and maintain a path of 18 inches (450mm) surrounding plots.

5.10 Tenants are not to cause damage to other Tenants' property or crops, or to trespass on other people's plots unless given permission.

5.11 The Tenant must not deposit any refuse or decaying matter, except manure and compost in such quantities as may reasonably be required for use in cultivation, on the Allotment Garden, or place any elsewhere on site. Pernicious weeds (e.g Japanese Knotweed, plants infested with fungal diseases) should be burnt when dry, or taken to an approved disposal facility.

5.12 Tenants are not allowed to plant any fruit trees unless dwarf rooted stock, and this only with the permission of the Council. These trees and/or fruit bushes must mature within 12 months and take up no more than 25% of the plot.

6. Other Restictions

6.1 Bonfires are permitted but must comply with Stroud Distict Council guidelines and, to be mindful of the neighbouring residents, bonfires should not be lit when the wind is blowing towards buildings and under no circumstances should they be left unattended. Tenants are encouraged to compost as much garden waste as possible and are permitted to have a compost bin on their plot.

6.2 Tenants must not bring or use corrugated or sheet iron (or similar metal objects), barbed wire, ironwork, tins, drums (or similar items) on to the Allotment Garden except where a proper container is being used for water storage, for composting purposes or to incinerate garden waste.

6.3 Carpet and underlay may not be used on site. Tenants are encouraged to use plastic sheeting to keep weeds under control (legislation since 2012).

6.4 Tenants must not remove or deposit any mineral, gravel, sand, earth or clay to or from the site unless they have permission from the Council.

6.5 Tenants must not cause any nuisance or annoyance to the occupier of any adjoining property, Allotment Garden on site or Officer of the Council.

6.6 Tenants must observe and adhere to any covenants, conditions and provisions contained in any deed or document under which the Council hold or derive title to the Allotment Garden.

6.7 The Tenant must ensure that tools and other equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss of, or damage to, such items nor does the Council accept responsibility for any injury caused by such items.

6.8 No firearms are permitted on site.

6.9 When using sprays or fertilizers, the Tenant must:

- a) take 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;
- 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 and wildlife, other than vermin or pests;
- c) comply at all times with current regulations.

6.10 Manure and compost in such quantities as reasonably required for cultivation may be brought on site but must not be placed against fences or on paths. All deliveries must be made through the gates provided unless permission is granted by the Council to use other routes.

6.11 Tenants are not allowed to use sprinklers to water crops or use a hosepipe for more than 15 minutes at a time (hosepipes will not be permitted after the upgrading of the water supply to conform with Water Supply Regulations Act 1999). Tenants must use water wisely as excessive use could result in costs being borne by Allotment Tenants, and not the Council.

7. Dogs, Animals and Bees

7.1 No dogs may be brought on site except Guide Dogs.

7.2 Animals or livestock must not be kept on Allotment Gardens.

7.3 Beehives are not allowed on the Allotment Gardens.

8. Unauthorised Persons

8.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on site. Access is not permitted to any plots other than that let to the Tenant.

8.2 The Council may order any person on site in breach of these rules to leave immediately.

8.3 The Council may take action for breach of their Tenancy Agreement against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on site.

9. Paths

9.1 Paths between two Allotment Gardens must be a minimum of 18 inches (450mm) in width where possible and must be maintained by the Tenants to the nearest half width by each adjoining Tenant.

9.2 Paths must be kept clear of obstructions at all times except for paths provided by Tenants only on their own plots.

9.3 Tenants must not leave any tools or other equipment unattended on common pathways or other such areas of the site, nor in any other way that may cause an accident or injury, and must ensure that such tools or equipment are used carefully and with due regard to the safety of others.

9.4 Tenants are not allowed to make additional paths or routes to and from the Allotment plots.

10. Buildings, Structures and Ponds

10.1 No buildings such as sheds, greenhouses, walls or other permanent structures may be erected the Allotment Gardens by Tenants. No permanent footings or bases may be constructed. Tool boxes are permitted provided that permission is given by the Council. Such boxes must not be over a metre high or cover an area any larger than 2 metres square.

10.2 Tenants may not plant hedges or erect fencing on or around their plot unless permission has been granted by the Town Council in order to protect crops from rabbits or to form wind breaks. Tenants whose Allotment Garden contains, or is bounded by, an existing hedge or fence are responsible for maintenance. Ditches within the boundary of the plot must be cleared and maintained.

10.3 Temporary structures detailed in 6.3 such as proper containers must conform to the Council's approval. Items intended for crop protection such as cloches and nets must be no higher than a metre and must be kept in a good state of repair. However, bean poles are permitted during the growing season. If the Council is not satisfied with the height or state of repair of such items the tenant may be ordered to remove them from site.

10.4 No toxic or hazardous materials, contaminated waste or tyres should be stored or brought onto the site. Any pesticides must comply with current legislation regarding their use and storage. The storing of such materials other than for direct or prompt use on the plot is prohibited.

10.5 Tenants must have permission to have a pond on their plot. It will be subject to a satisfactory Risk Assessment. Ponds that do not comply with any changes required as a result of a Risk Assessment will have to be removed by the tenant.

10.6 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material and cover no more than 3 metres square. Any pond should be removed prior to termination of tenancy.

11. Notice Boards and Signage

11.1 All Tenants must display a sign clearly showing the number of the Allotment Garden and maintain it in good condition.

11.2 Only notices issued by the Council or Knapp Road Allotment Association may be posted on site. Tenants may not display any personal or commercial advertising.

12. Inspection

12.1 The Allotment Garden (and any structures on it) may be entered and inspected by an Officer or a member of the Council at any time and Tenants must allow whatever access they require.

13. Disputes

13.1 Disputes between Tenants are to be referred to the Council. The written decision of the Council will be binding on all Tenants.

14. Termination

14.1 The Council may terminate Allotment Garden Tenancies in any of the following ways:-

- a) by giving to the Tenant no less than twelve months previous written notice expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- b) three months written Notice To Quit:-
 - i) if the Council requires the Allotment Garden for building, mining or any other industrial purpose or for roads or sewers in connection with any of those purposes.
 - ii) on account of the Allotment Garden being required by the Council 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.
- c) one months Notice To Quit if:-
 - i) the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not.
 - ii) the Tenant is in breach of any term or condition of the tenancy or if the Tenant becomes bankrupt or compound with his or her creditors.
 - iii) the Tenant fails to improve the condition of their plot after receiving a Letter of Concern or 14 day "Notice to Remedy Letter".
 - iv) the tenant receives three "Letters of Concern" or "Notice to Remedy Letters" within three years.
- d) on the death of the Tenant.

14.2 In the event of a tenancy being terminated the tenant has 14 days to remove all belongings from the site.

14.3 Tenants may terminate Allotment Garden Tenancies by giving the Council one month's written notice. The Tenant will not be entitled to a refund for any part of the annual rent paid.

15. Change of Address and Notices

15.1 Tenants MUST immediately inform the Council in writing of any changes of name or address.

15.2 Notices to be served by the Council on the Tenant may be:-

- a) Left on the Allotment Garden.
- b) Sent to the Tenants address in the Tenancy Agreement (or notified to the Council under section 15.1) by first or second class post, registered letter, recorded delivery, or by hand.

15.3 Notices served under sub-paragraph 2 above will be treated as properly served even if not received.

15.4 Notices to be given to the Council should be sent to the The Clerk Wotton-under-Edge Town Council, The Council Offices, Civic Centre, 2 Gloucester Street, Wotton-under-Edge, Gloucestershire GL12 7DN.

Signatory

I have read the Tenancy Agreement and I agree to abide by these rules:-

Signed.....Tenant

Date.....

**Signed.....On behalf of
Wotton-under-Edge Town Council**

Date.....