

THURSTON PARISH COUNCIL

Parish Council Office
New Green Centre
New Green Avenue
Thurston IP31 3TG



Tel: 01359 232854

e-mail: info@thurstonparishcouncil.gov.uk

website: <http://thurston.suffolk.cloud/>

Agreement for Tenancy of an Allotment Garden

- These rules are made under the provisions of the Allotment Acts 1908-1950.
- This agreement has been approved and adopted by Thurston Parish Council at the meeting on xxxxx (Minute Item xxxx refers).
- This agreement applies to the allotment garden site situated on xxxxx
- The agreement sets out the conditions of tenancy of your allotment garden which must be followed.
- A copy of this agreement is provided for all allotment tenants. By signing the allotment tenancy agreement, tenants undertake to abide by the terms and conditions set out herein in their entirety.

Applications for allotment tenancies

Allocation of allotment tenancies is given subject to the following:-

- applicants must be at least 18 years of age and resident in the parish of Thurston at the time of application;
- preference may be given to an applicant who does not already hold an allotment garden;
- if all other factors are equal, preference will be given to the applicant whose name appears first on the waiting list of applications for tenancies retained by Thurston Parish Council;

All enquiries please contact:-

**Clerk to the Council
Thurston Parish Council
New Green Centre
New Green Avenue
Thurston IP31 3TG**

Telephone: 01359 232854

Mobile: 07579 211938

Email: info@thurstonparishcouncil.gov.uk or clerk@thurstonparishcouncil.gov.uk

Website: <https://thurstonparishcouncil.uk/>

Agreement for Tenancy of an Allotment Garden

An agreement made on xxxxxx

between: Thurston Parish Council
New Green Centre
New Green Avenue
Thurston IP31 3TG
(hereinafter called the Council)

of the one part

and: Full Name (incl. title):
Of (Address):
(Hereinafter called the Tenant) of the other part.

The Council agree to let and the Tenant agrees to take on a yearly tenancy commencing **xx/xx/xxxx** until **xx/xx/xxxx** (and then annually thereafter) for an allotment garden plot numbered ****** in the Register of Allotment Gardens kept by the Council situated at xxxxx (as shown on the attached plan).

The rent for the said plot is payable annually in advance of **xx/xxxx**.

When commencement date is part way through the year a pro-rata rent is due.

A refundable deposit of £50 will be payable by all new allotment holders. Deposit will be returned at the end of the tenancy, subject to returning the site to the condition it was in when taken over,

Signed
(Tenant)

Signed
(Clerk to the Council)

Date

Subject to the attached terms and conditions. **(Please read before signing)**

SECTION 1 – TERMS AND CONDITIONS

These terms and conditions override any previous terms and conditions and the Council reserves the right to make alterations to these terms and conditions from time to time subject to the Tenant being sent at least 28 days prior notice to their last known address.

Rent

- 1) The tenant shall pay all rent(s) due in advance and without deduction by the payment days specified;
- 2) The rent payable may be reviewed with effect from any date on which the same is payable or on the anniversary of this Agreement by service by the Council on the Tenant of notice in writing thereof at least 3 months before such date of review;

Access

- 3) The tenant shall permit any member, employee, officer or agent of the Council at any time to enter upon and inspect the plot;

Use of plot

- 4) The tenant shall use the plot as an allotment garden (wholly for the cultivation of vegetable and fruit crops for consumption by the Tenant or his family or for growing flowers for the enjoyment of the Tenant or his family) and for no other purpose whatsoever;
- 5) The maximum number of trees permitted without consent is 2. These must be of dwarf variety (so to have small root stock and not interfere with other neighbouring plots) and be kept at no more than 7ft in height. Thereafter to be maintained as such or be removed by the council;

Insurance

- 6) The tenant shall indemnify the Council from and against all actions, proceedings, costs, claims and demands arising from the Tenant's occupation and use of the allotment garden;
- 7) The Tenant is responsible for arranging adequate insurance protection against any loss, destruction, damage and/or injury sustained by whatever means within the allotment site;

Sub letting

- 8) The tenant shall not underlet, assign or part with the possession of the allotment garden or any part thereof;
- 9) Limited sharing of 2 tenants will be permitted provided a new contract is signed by all tenants (Any greater than 2 tenants per plot is subject to council approval);

Boundaries and pathways

- 10) The tenant shall not extend their plot boundaries in any direction whatsoever beyond the boundaries defined;
- 11) The tenant shall be responsible for any fencing necessary for the protection of his/her crops. (The use of barbed or razor wire for a fence or for any other use on the site is strictly prohibited);
- 12) The tenant shall not obstruct or encroach on any path set out by the Council for the use of the occupiers of the allotment gardens;
- 13) The tenant shall ensure that any access roads or pathways are kept free of obstruction and hazards at all times;

Animals, poultry, birds & livestock

- 14) The tenant shall not keep any animal, livestock, poultry or birds upon the plot (Notice of 28 days for removal will be given if so);

Maintenance & upkeep

- 15) The tenant shall keep their allotment plot clean and in a good state of cultivation ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease and the plot is kept in good condition at all times;
- 16) A good state of cultivation is defined by the council as -
 - a) No less than 25% of the plot under cultivation with the remainder dug over or mowed to a reasonable level so deemed by the council;
 - b) Weed vegetation cleared and under control so not to effect neighbouring plots;
- 17) If the tenant does not maintain the plot to the standard required a formal 28 day notice will be given to allow the tenant to make reasonable improvements; If reasonable improvements are not taken up after prior notice the council will make plans for improvements to be made on the tenants behalf with the possibility of a fee for any services deemed necessary;
- 18) The tenant shall not use carpet or similar materials to suppress weeds on the plot;
- 19) The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay;
- 20) The tenant shall keep the edges to the plot in good condition and properly edged to reduce the risk of falling or slipping leading to injury.
- 21) Whilst the Council take all reasonable measures, it does not accept responsibility for any pest, disease, weed, act of vandalism or act of God that occur within the plot.

Behaviour & conduct

- 22) The tenant shall not cause any nuisance, inconvenience, annoyance or disturbance to the Council or the occupier of any other plot, or to any other adjoining owner or occupier;
- 23) Abusive behaviour towards Councillors or council staff will not be tolerated and will result in the termination of the tenancy agreement.
- 24) The tenant shall not damage or interfere with nor allow others to damage or interfere with any property or fixtures belonging to the Council, other allotment plot holders or property or fixtures adjoining the plot or allotment field of which the plot forms part;
- 25) The tenant shall observe and perform any other reasonable conditions that the Council consider necessary to preserve and maintain the good order of the allotment garden from deterioration and of which notice has been given to the Tenant;
- 26) The consumption of alcohol and the use of any illegal substances on or at the allotment site is strictly prohibited;

Supervision of children, dogs and visitors to the plots

- 27) The tenant shall not allow children under the age of 16 onto the site unless accompanied and supervised at all times by the Tenant;
- 28) The tenant shall not allow dogs onto the site unless they are owned by the tenant. All dogs must be kept securely held on a leash and not allowed to wander around the allotment gardens. All dog excrement must be removed by the tenant and safely deposited in the appropriate receptacle;
- 29) The tenant shall agree that the Council have the right to refuse admittance to the allotment garden any person (other than the Tenant or a member of his/her immediate family) unless accompanied by the Tenant or a member of his/her immediate family;
- 30) The tenant acknowledges that to the extent the general law permits the Council accepts no responsibility for loss, damage or injury howsoever caused by dogs and or other animals/livestock brought onto or kept on the allotment gardens;

Buildings & other structures

- 31) The tenant shall be allowed by the council to erect any one of the following structures -
 - a) Shed type structure up to a maximum of 12 square meters;
 - b) Composting structures made of appropriate materials e.g. pallets;
- 32) The tenant may keep water butts and/or tanks on their allotment garden for their own use up and must ensure that all used are stable, not sunken and have secure covers;
- 33) The tenant, with prior written consent from the Council, may be permitted to incorporate a raised bed within the plot;
- 34) The tenant shall not station any caravan or other portable structure on the plot;
- 35) The tenant shall not, without the prior written consent of the Council place on the plot any galvanised or other sheeting, iron, or other articles;
- 36) The Council cannot accept liability or responsibility for any items left in sheds or structures;
- 37) The tenant will not allow anyone to reside in the sheds or structures;

Rubbish & other waste disposal

- 38) The tenant shall not deposit or destroy, nor allow others to deposit or destroy on the plot any refuse, decaying matter or other materials (except a limited amount of manure and/or compost for use in cultivation);
- 39) The tenant shall take any refuse, decaying matter or other materials (not permitted for use in cultivation or composting) away from the site;
- 40) The tenant shall not deposit nor allow others to deposit any refuse, decaying matter or other materials on or near any other allotment garden plot or at any car parking or access way areas;
- 41) The tenant shall not deposit or allow others to deposit any refuse, decaying matter or other materials in hedges, ditches or drains in the area in which the plot is situated or in any neighbouring hedges, ditches or drains;

Adverts & Notice

- 42) The tenant shall not erect any notice or advertisement on the plot;

Water supplies

- 43) The tenant shall not dig wells or boreholes nor divert rainwater from others;
- 44) The tenant shall not connect a hosepipe to any water tap that may be installed on the allotment gardens provided by the Council;

Council Infrastructure

- 45) The tenant shall report any damage to the council infrastructure, which includes gates, water supply, boundary hedges and/or fences;
- 46) The tenant shall shut and lock gates at all times of entering and exiting the allotment gardens;

Use of sprays, fertilisers and chemicals

- 47) In using sprays, fertilisers and chemicals the tenant shall at all times fully comply with the provisions of this agreement and in particular shall:-
 - a) take all reasonable precautions to ensure that adjoining hedges, trees and crops are not affected & will make good or replant as necessary should any damage occur;
 - b) so far as possible only select and use chemicals whether for spraying, seed dressing or for any other purpose whatsoever that will cause no harm to members of the public, game birds, bees or other wildlife other than vermin, or pests;
 - c) Shall comply at all times with current regulations (if unsure to ask the council for assistance);

Health & Safety

- 48) The tenant shall ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury;
- 49) The tenant shall ensure that tools and other equipment are used carefully and with due regard to the safety of others;
- 50) The tenant shall not store oil, fuel, lubricant or other flammable liquid in any sheds or storage facility on the allotments.

Tools and other personal items

- 51) The tenant shall ensure that all tools and other personal items are kept safe & secure when not in use;
- 52) The Tenant acknowledges that to the extent the general law permits the Council accepts no responsibility for the loss of or damage to any tools, buildings, fences, and other equipment and items belonging to the Tenant however caused nor to the extent the general law permits does the Council accept any responsibility for any injury caused by such items however caused;

Disputes

- 53) All complaints or questions of dispute between tenants shall be referred to the Council whose decision shall be final. Correspondence may be entered into;

Information and change of address

- 54) The Tenant shall inform the Council immediately of any change of address;

Vehicles

- 55) Only motor vehicles belonging to the tenant may be parked on the allocated parking spaces on site whilst working on their allotment plot;
- 56) No overnight parking is allowed in any circumstances;

Firearms

- 57) The use of any firearm on or at the allotment site is strictly prohibited;

Keeping of bees

- 58) The tenant shall not be allowed to have installed on their plot any beehive or similar structure for the housing of bees.

SECTION 2 - TERMINATION OF A TENANCY OF AN ALLOTMENT PLOT

The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the next yearly rent day after receipt of notice in writing or on the death of a tenant. It shall also terminate whenever the tenancy or right of occupation of the Council terminates.

The tenancy may also be terminated in any of the following manners:-

- By either party giving to the other not less than twelve month's-notice in writing expiring on or before the 6th April or on or after 29th September in any year
- By re-entry of the Council at any time after giving three months previous notice in writing to the tenant on account of the allotment gardens being required for
 - a) any purpose (not being the use of the same for agriculture) for which it has been appropriated

- under any statutory provision or
- b) for the building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes
- By re-entry of the Council at any time after giving one month's previous notice in writing to the Tenant:-
 - a) if the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not;
 - b) if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy;
 - c) if the tenant carries out any action which in the opinion of the Council may constitute an illegal/criminal act;
 - d) if the tenant shall become bankrupt or compound his/her creditors;
 - e) if the Tenant is not duly observing the rules & conditions of this Tenancy agreement
 - f) if the Tenant has abandoned his/her plot and cannot be found after reasonable enquiry;

The Tenant is not, on termination of the Tenancy entitled to receive from the Council any compensation whatsoever, including compensation for the loss of plants or for any improvement made to the allotment plot by them.

The Tenant may remove any item planted by themselves before the termination of the Tenancy but must level the surface of the land & restore the same to a proper state and condition and make good any damage caused by the removal.

SECTION 3 - NOTICES

Any notice required to be given by the Council to the Tenant may be signed by the Clerk to the Council for the time being and may be served on the Tenant either personally or by leaving it at his/her last known place of abode or by registered letter sent by recorded delivery service addressed to him/her there. Any notice required to be given to the Council by the Tenant shall be sufficiently given if signed by the Tenant and handed personally to the Clerk or sent in a prepaid letter to the parish offices addressed to the Clerk.

SECTION 4 - WRITTEN CONSENTS

If the tenant requires any alterations, additions or deviations to the terms they must apply in writing to the parish council for permission on an individual basis.