

Allotment Tenancy Agreement Terms and Conditions



THIS AGREEMENT is made the **first** day of **October 2022** between

- (1) **LILLESBALL PARISH COUNCIL**, Memorial Hall, Hillside, Lilleshall Telford, TF10 9HG (“the Council”) and
- (2) **ENTER NAME AND ADDRESS HERE** (“the Tenant”)

NOW IT IS AGREED as follows:

1. Agreement to let

The Council agrees to let and the Tenant agrees to take the allotment garden **plot numbered ENTER NUMBER HERE** in the register of allotment gardens kept by the Council and containing in the whole approximately **ENTER NUMBER HERE** square metres on the Council’s allotment site at Wellington Road, Lilleshall on a yearly tenancy from **ENTER DATE HERE** at the yearly rent of **ENTER VALUE HERE** (26p per square meter) payable in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

1.1 Probationary Period

The Council sets an initial probationary period of 6 months (six calendar months) from the date of this agreement being signed by the Council. If the terms of this agreement have been adhered to then this agreement shall commence as an ongoing contractual agreement. If terms are not met then the Council holds the right to terminate this agreement as set out in the terms below.

2. Tenants’ agreements

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below.

2.1 Rent

The Tenant must pay the rent reserved, in advance and without deduction otherwise than allowed by statute, on **1st October** in each year, which must be paid within the time line as set out on the invoice.

The Council shall have the right to review the rent to be effective from the first day of October in each year (hereinafter called “the Date of Review”) giving the tenant not less than three months notice in writing prior to the date of review.

2.2 Use

The Tenant must use the plot as an allotment garden only and for no other purpose.

2.3 Cultivation

The Tenant must keep the Allotment clean, maintain it in a good state of cultivation and fertility not less than 75% of the plot. Pathways included in or abutting the tenants plot, the half width of it must be reasonably free from weeds, in particular ground elder, oxalis and grasses.

2.4 Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

2.5 Legal Obligations

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

2.6 Alienation

The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Council.

2.7 Waste

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

2.8 Boundary structures

The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed. All ditches properly cleaned, maintained and keep in repair any fences and any gates on the Allotment, and use his best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part of in adjoining land and any notice board which has been or may at any time during the tenancy be erected by the Council on the Allotment or the allotment field.

2.9 Buildings

The Tenant must not erect any building on the Allotment without the written consent of the Parish Council. (Consent will be considered under this clause to allow a greenhouse of no bigger than 8' x 6')

2.10 Barbed wire

The Tenant must not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.

2.11 Overhanging vegetation

The Tenant must ensure that no vegetation overhangs into the community pathways and adjoining garden plots, this will prevent invasive crops damaging neighbouring gardens, particularly raspberries.

2.12 Long-term crops

The Tenant must not plant any trees or fruit bushes, or any crops requiring more than 12 months to mature, without the written consent of the Council.

2.13 Refuse

The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field of which the Allotment forms part or in adjoining land. A skip is provided by the Council twice a year (April and October) and should be used for disposing of any waste from the allotment gardens only.

2.14 Bonfires

The Tenant must not use bonfires to dispose of refuse or compost without consulting first with the Allotments Society and/or Council, all necessary safety precautions should be taken and this must include; smoke must not cross the public highways, never leave a fire unattended, ensure water is closely available, fires are only permitted between November and February. The use of the skip provided twice yearly should be preferred over fires.

2.15 Compost Bins/ Water Butts

All compost bins and water butts **must** be sited at least 1 metre away from the perimeter fence.

2.16 Livestock

The Allotments Act 1950 allows hens and other livestock to be housed on an allotment plot, provided they are not used for profitable activities. The Council will only permit the housing of livestock in writing, this agreement should not be treated as that permission, you will need to seek this from the Clerk of the Council and the Clerk reserves the right to reject your request if they feel the plot is not suitable. If a plot is permitted for livestock, then all conditions as set out in the Councils guidelines for keeping hens and other animals must be met at all times. If these conditions are not met then the Council may issue notice for livestock to be removed within 30 days of the notice.

2.17 Ponds

Ponds are to be no bigger than 6' x 4' (only one in a plot).

2.18 Sprays

When using any sprays or fertilisers, the Tenant must:

- (i) 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 to adjoining plots.

- (ii) Use non-residual chemicals and 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.
- (iii) Comply at all times with current regulations

2.19 Advertisements

The Tenant must not erect any notice or advertisement on the Allotment.

2.20 Trade/Business

The Tenant must not carry on any trade or business on the allotment or any part thereof.

2.21 Admittance

The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of his family/friends, unless accompanied by the Tenant or a member of their family.

2.22 Disputes

The Tenant agrees that any case of dispute between himself and any other occupant of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.

2.23 Change of address

The Tenant agrees to inform the Council immediately of any change of his address.

2.24 Yielding up

The Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

2.25 Inspection

The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.

2.26 Special conditions

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 4 below.

2.27 Fencing

Fences are permitted around each plot but must be constructed from garden/chicken wire and posts or wooden picket fencing and must not be higher than 1 metre.

2.28 Access to Site

The access gates to the site are to be kept locked if the plot holder is the last person to leave the site. At no time should the padlock be left unlocked on the gate with the combination showing, the padlock should be left on the gate at all times regardless of the gates being locked or unlocked. If the plot holder is alone at the site, it is preferred practice that the chain (which is located on the communal noticeboard) is used to hold the gates together and the padlock is used for safety reasons.

2.29 Guests and Children

Any guests, visitors or children to the site are the sole responsibility of the tenant to whom they are with. Please be aware that there are some wildlife ponds on the site and poultry.

2.30 Liability

The Council accepts no liability whatsoever for loss or damage caused to allotments (including the tenant's property or produce).

2.31 Injury

The Council are not liable for any injury to persons whilst cultivating their allotment garden.

3. Termination of the tenancy

3.1 Termination on death

This tenancy shall terminate immediately in the event of the death of the Tenant.

3.2 Termination by notice

This Tenancy may be terminated by either party giving to the other 3 months' previous notice in writing.

4. Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to the tenant there or by fixing the same in some conspicuous manner on the Allotment.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to The Clerk.

5. Rent Review

The Council shall have the right to review the rent to be effective from the first day of October in each year in manner hereinafter provided (hereinafter called "the date of Review")

- (i) If the Council intends to exercise the right conferred upon it by virtue of this Clause the Council may send to the Tenant at their home address not less than three months' notice in writing prior to any date of review therein stated (hereinafter called "the Notice") specifying the rent to be paid on the first of October (herein called "the Revised Rent")

6. Compensation to Tenant

The Tenant shall on determination of the Tenancy be entitled to compensation only in the events and to the extent prescribed by Section 2 Sub-Sections (2) and (3) of the Allotments Act 1922 as amended by the Allotments Act 1950 but not further or otherwise.

7. Compensation from Tenant

The Council shall on determination of the Tenancy on any of the grounds specified under Clause 3 (3) be entitled to recover compensation from the Tenant by Virtue of section 4 of the Allotments Act1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land in clean and good cultivation or fertility.

8. Liability

The Council accepts no liability whatsoever for damage/loss caused to allotments (including but not limited to damage to crops, sheds, greenhouses, other structures) due to vandalism/theft in any form.

**SIGNED by the duly authorised officer of
LILLESHALL PARISH COUNCIL**

Sign:

Name: Date: / /

SIGNED by the said allotment holder

Sign:

Name: Date: / /