

Allotment Tenancy Agreement

Terms and Conditions

1st September 2015

1 Agreement to let

The Council agrees to let and the Tenant agrees to take the allotment garden and pay all rents, fees and charges identified in the Allotment Tenancy Agreement.

2 Tenant's agreements

The Tenant agrees with the Council to observe and perform the conditions and obligations set out in these Terms and Conditions, the Allotment Rules ("the Rules") and the Guidelines for Keeping An Allotment. ("the Guidelines") The latest approved Rules and Guidelines can be viewed on www.hyndburnbc.gov.uk/.

2.1 Rent

The Tenant must pay the rent reserved, in advance and without deduction otherwise than allowed by statute, on 1st January in each year.

That the Council may increase the yearly rent upon giving to the Tenant not less than 12 months' notice of such rent increase.

2.2 Water Fees

Where charged the Tenant must pay the water fee reserved, in advance and without deduction, on 1st January in each year. Water fees are set out annually, based on 12 months prior use.

Each tenant must observe the fair use principal, and agrees not to waste, misuse, and undertake undue consumption of mains water.

2.3 Deposit

The tenant must pay, prior to the start of the tenancy agreement, a refundable allotment deposit. The condition of payment and repayment are set out within the Allotment Rules and Allotment Guidelines.

2.4 Use

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

2.5 Cultivation

The Tenant must keep the Allotment clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition, and must keep any pathway or cart-track included in or abutting the Allotment (or, in

the case of any pathway or track abutting the Allotment and any other allotment or allotments, the half-width of it on which the Allotment abuts) free from weeds.

2.6 Nuisance

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

2.7 Legal obligations

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.

2.8 Insurance obligations

The Tenant must hold third party liability insurance for the purpose of keeping Bees and when using mechanical equipment. Tenants are advised (but not compelled) to hold personal liability, theft and damage insurance.

2.9 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.

2.10 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.

2.11 Boundary Structures

The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any fences and any gates on the Allotment, and must not damage any other hedges, fences or gates in the allotment site of which the Allotment forms part or on adjoining land or 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 site

2.12 Buildings

The Tenant must not erect any building on the Allotment without the written consent of the Council, provided that consent may not be refused under this clause to the erection of any building reasonably necessary for keeping hens or rabbits, or be unreasonably withheld to the erection of a garden shed or greenhouse.

2.13 Barbed wire

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

2.14 Long-term crops

The Tenant may plant fruit trees and fruit bushes. All fruiting trees must be planted on dwarf rooting stock at a maximum number no greater than that set out in the Guidelines.

2.15 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 site of which the Allotment forms part or in adjoining land.

2.16 Dogs

The tenant must not keep any dog upon the allotment, or bring any dog into the allotment site of which the Allotment forms part, or cause one to be brought in, unless the dog is under full control by the tenant.

2.17 Livestock

The Tenant must not keep any animals or livestock of any kind on the Allotment, except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12, or except as permitted by the Rules and the Guidelines.

2.18 Sprays, Fertilisers, Chemicals and Poisons

When using any chemicals of any description, the Tenant must comply at all times with the manufacturer's instructions as to use and the Rules and the Guidelines for the safe use of sprays, fertilisers, chemicals and Poisons.

2.19 Advertisements

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

2.20 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 the Tenants family, unless accompanied by the Tenant or a member of the Tenants family.

2.21 Disputes

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

2.22 Change of address

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

2.23 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.

2.24 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. The Council will provide 14 days advanced notice in writing of the need to gain entry, except where the allotment officer considers the matter so urgent that immediate access is required.

2.25 Commercial Gain

The Tenant shall not use the allotment or any part thereof for any trade, business or commercial gain. Produce from the allotment is for use by the tenant and their immediate family and must not be sold.

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 Lease Terms

The Tenant must observe and perform all conditions and covenants that apply to the Allotment contained in any lease under which the Council holds the land.

2.28 Payment for the Cost of Remedial Works Upon Determination

The Tenant agrees to pay the full costs incurred by the Council necessary to bring the allotment into a good state of cultivation, fertility and good condition following determination of the tenancy agreement, or where the Tenant has been in breach of the Allotment Tenancy Agreement or these Terms and Conditions, the Rules or the Guidelines.

3. Determination of the tenancy

3.1 Determination on death

This tenancy shall determine with immediate effect following the death of the tenant.

3.2 Determination on termination of the Council's interest

If the Council is itself merely a tenant of the land, or has entered on the land under its statutory power to enter on unoccupied land, this tenancy shall determine on the day on which the tenancy (or) right of occupation of the Council determines.

3.3 Determination by notice

This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 6 April or on or after 29 September in any year. If the tenancy is terminated on 29 September or 11 October, or at any date between those days, by notice to quit by the Council the Tenant has 21 days to remove crops.

3.4 Determination where allotment appropriated

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment is required:

3.4.1 for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or

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

3.5 Determination by re-entry on default

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

3.5.1 if the rent or any part of it is in arrear for not less than 40 days whether legally demanded or not;

3.5.2 it is appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in these Tenancy Allotment Agreement Terms and Conditions, and provided that, if such breach is of the conditions or rules affecting the use of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or

3.5.3 if the Tenant becomes bankrupt or compounds with the his creditors

4. Notices

- 4.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Allotment Officer and may be served on the Tenant either personally or by leaving it at the Tenants last known address 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.
- 4.2 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 pre-paid post letter to the Councils Allotment Officer, Hyndburn Borough Council, Scaitcliffe House, Ormerod Street, Accrington BB5 0PF.