

# TENANCY AGREEMENT FOR ALLOTMENT GARDENS

## (For Domestic Cultivation ONLY)

This agreement made [DATE] (Date)

between Ruskington Parish Council ("the Council")

and [Tenant Name] "The Tenant"

of [Tenant Address] (Address)

Tel: [Tenant Number] Email: [Tenant Email]

by which it is agreed that:

- 1 The Council shall let to the Tenant, to hold from year to year, a **plot**, of an approximate area of **83.6 m<sup>2</sup>**, being part of the Allotments provided by the Council, at Horseshoe Close, Ruskington.
- 2 **Plot or Plots referred to in this Agreement are numbered; [PLOTNUMBERS]** in the Councils' Allotment Register.
- 3 **The Tenant shall pay a rent of [RENT AMOUNT]** per **plot**, by the first day of October for a 12-month period (or part year pro rata) and the first such payment shall be due on the commencement of the Tenancy. You have **[NUMBER OF PLOT HELD BY TENANT]** plot(s) and are required to pay **[TOTAL TO PAY]**
- 4 **The Tenant is required to pay a £50.00 refundable deposit**, by the first day of the agreement commencing. The Council will return the deposit if they are satisfied that the plot(s) have been returned in the condition outlined under item 11.
- 5 The Council reserves the right to annually review/increase the rent by written notice to the Tenant, prior to each new Tenancy or at the annual Tenancy renewal.
- 6 The Tenancy may be terminated by either party to this Agreement serving on the other a written 2 months' maximum notice to quit, or by a mutual agreement in writing.
- 7 A Register of Applications to become an Allotment Tennant will be maintained by the Council based on the following principles:
  - a. Account will be taken of the date of application to be placed on the Register.
  - b. Account will be taken of whether an Applicant resides in Ruskington
  - c. When a plot becomes available a new tenant will get priority over an existing tenant.
  - d. Account will be taken of previous Tenancy performance.
  - e. The maximum number of plots to be leased to a tenant will be 2. Any permission previously granted to those existing Tenants with 3 or more allotment plots will immediately terminate when the current Tenancy is changed or surrendered.
- 8 If a **plot** is accepted and taken up, then the Tenants name will be removed from the waiting list. Any further request for a **plot** will be added to the waiting list, in chronological order, as a new request. (See 7.c)
- 9 The Tenant shall during the Tenancy carry out the following obligations:
  - a. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family. A maximum of 25% of an allotment plot can be used for the cultivation of flowers.
  - b. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable, and flowers in the Allotment Garden.
  - c. The Allotment Garden shall be kept in a clean, decent, and well-maintained condition. **The tenant is responsible for disposal of their own waste, and it is not to be left by the gate for the council to collect unless written permission has been granted by the Parish Council. Fly-tipping will be reported to North Kesteven District Council.**

## **TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

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- d. The Allotment Garden shall be properly cultivated and in use at all times.  
No Tenant shall do any act which is intended, or is likely to cause any nuisance or annoyance to any other Tenant/s on any other part of the Allotment provided by the Council. The Tenant shall also be responsible for the conduct and behaviour of any person(s) visiting or assisting at their allotment plot. Children under the age of 16 years must be accompanied by the tenant at all times.
  - e.
  - f. The Tenant shall not erect any shed, building or other structure on the Allotment Garden without first obtaining the written consent of the Council – such building shall be of recognised and approved sectional construction and shall not exceed six feet by eight feet in area. Any shed, building, or structure shall be maintained at all times in a good and safe condition to the satisfaction of the Council.
  - g. The use of asbestos, in any form (**including asbestos cement shed panels and roofs**), is not permitted. No materials considered 'hazardous' are to be used anywhere on the Allotment gardens.
  - h. No fencing will be permitted to be erected on any Plot.
  - i. No further permission will be granted for livestock or poultry of any kind to be kept upon the Allotment gardens. Any permission previously granted to those existing Tenants with livestock or poultry will immediately terminate when the current Tenancy is changed or surrendered. New Tenants to such Plots will not inherit a right to keep livestock or poultry. Any current Tenant found to have livestock or poultry without the previous written consent of the Council, will be asked to remove these immediately.
  - j. No dogs (with the exception of Assistance Dogs) shall be brought into or kept in the area of the Allotments by the Tenant or by anyone acting with his authority or approval unless strictly controlled on a lead. All faeces must be removed immediately and disposed of appropriately.
  - k. The Tenant shall not assign the Tenancy or sub-let, or part with the possession of any part of the Allotment Garden.
  - l. The Tenant shall not cause damage to any Council property including fences and water troughs.
  - m. No chemicals, sprays, pesticides, or other materials shall be used which are considered to be hazardous to health or crops.
  - n. Bonfires are not permitted.
  - o. No attachments or crops shall be allowed to be fastened to the perimeter fencing or gates.
  - p. The Tenant shall not, without first obtaining the written consent of the Council, cut, lop, or fell any tree growing on the Allotment Garden.
  - q. The Tenant shall not remove or modify any equipment belonging to the Council. Nor shall any new installation be made to any of the Council's facilities or equipment without the prior approval of the Council. The Council reserve the right to recoup from a Tenant any proven expenditure incurred in restoring unauthorised alterations.
  - r. The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any Member or Officer of the Council as nominated by the Council.
  - s. The Tenant shall not obstruct or permit the obstruction of any paths on the Allotments set out for the use of the Tenants of the Allotment gardens.
  - t. No parking is permitted within the allotment fence.
  - u. The Tenant shall report to a Member of the Council or to the Clerk, any damage to property of the Council, e.g. water troughs and boundary fencing etc.
- 10 The Council shall during the Tenancy carry out the following obligations:

## **TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

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- a. The Council reserves the right to consider the termination of a Tenancy where there are prolonged periods (exceeding 2 months) of recorded inactivity and/or non-cultivation. (Section 5 refers).
  - b. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Garden.
  - c. If the Tenant shall be in breach of any of the foregoing provisions of this Agreement, the Council may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to an end. This is without prejudice to any right the Council may have to claim damages for any such breach, or to re-cover any rent due, but remaining unpaid, before the time of such re-entry.
  - d. The Council will provide a skip once per annum, in September, for the tenants to disposal of allotment waste only. Not including: Asbestos – or any asbestos looking concrete, TV's, ash, fridges, tyres, gas bottles, aerosols, fluorescent tubes. Paint tins must be empty.
- 11 On the termination of the Tenancy the former Tenant must vacate the **plot/s** and remove all materials and produce or other of their belongings. The **plot/s** must be vacated and left in the same condition as when first occupied.
  - 12 On the termination of the Tenancy granted by the Council, the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950, or amending enactment, but if the Tenant shall have been paid or promised any compensation by any incoming Tenant of the Allotment garden, the Tenant shall before claiming any compensation from the Council give notice in writing of the matters in respect of which any such compensation has been paid or promised.
  - 13 Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post, or email, to the RFO of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if posted, or delivered to the address at the head of this Agreement.
  - 14 **Health and Safety – All tenants shall take necessary measures to ensure their own health and safety, as well as that of other tenants. Any health and safety matter or concern, must be reported immediately to the Clerk, or to another Parish Council representative, or Councillor, for urgent attention.**
  - 15 **Any materials found during cultivation which are considered to be potentially hazardous (e.g.: asbestos cement, chemicals etc) must be reported immediately to the RFO, Clerk, or to another Parish Council representative, or Councillor, again for urgent attention. Such items will be collected and removed, by Parish Staff, in accordance with a safe working procedure, agreed with North Kesteven District Council, and disposed of in a safe and correct manner.**