

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(For Domestic Cultivation ONLY)

This agreement made 1st October 2025 (Date)

between Ruskington Parish Council ("the Council")

and "The Tenant"

of (Address)

Tel: 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 m²**, being part of the Allotments provided by the Council, at Horseshoe Close, Ruskington.
- 2 **Plot or Plots referred to in this Agreement are numbered; ##** in the Councils' Allotment Register.
- 3 **The Tenant shall pay a rent of £35 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 1 plot(s) and are required to pay **£##**
- 4 **The Tenant is required to pay a £50.00 refundable deposit for each plot rented**, by the first day of the agreement commencing. The Council will return the deposit/s 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) The Applicant resides in Ruskington. Non Ruskington residents are not permitted to lease a plot.
 - 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) From 1 October 2021, the maximum number of plots to be leased to a tenant will be two.
 - f) Any permission previously granted to those existing Tenants with three or more allotment plots will immediately terminate when the current Tenancy is changed or surrendered.
 - g) Any person found to have provided incorrect qualifying information to gain allotment allocation advantage could be removed from the list or have their existing tenancy agreement terminated with immediate effect. In such cases, any previously paid deposit/s will not be repaid.
- 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.

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- 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.**
- d. The Allotment Garden shall be properly cultivated and in use at all times.
- e. 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.
- 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 do not conform with RPC's Environmental Policy, the relevant part of which will be issued to each tenant as part of the Tenancy Agreement. Please see Appendix A.
- 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.

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- s. The Tenant shall not obstruct or permit the obstruction of the gates and 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:
- 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 dispose of allotment waste only. **The following must not be disposed of in the skip:** Asbestos – or any asbestos looking concrete, TV's and other electrical items including, fridges, freezers, washing machines, ash, 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 and authorised visitors. 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.**

Signed _____

Miss Kirsty Sinclair
Deputy Clerk & RFO to Ruskington
Parish Council
7-9 High Street North
rfo@ruskington-pc.gov.uk

Date: _____

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Signed _____ "The Tenant"

Date: 1st October 2025

and _____ "The Tenant"

_____ (Address)

Tel: _____ Email: _____

Please sign page 4 and return it to the Parish Council with your payment.

Signed _____

Miss Kirsty Sinclair Deputy Clerk/RFO
to Ruskington Parish Council

7-9 High Street North
rfo@ruskington-pc.gov.uk

Date: _____

Signed _____ "The Tenant"

Date: _____

and _____ "The Tenant"

of _____ (Address)

Tel: _____ Email: _____

Plot :

Allotment fee:
Refundable deposit: £50.00 per plot
Amount Due:

Amount Paid:

Date paid ____ / ____ / ____

Please sign this page and return it to the Parish Council with your payment.

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Appendix A:

Environmental Policy Statement of Ruskington Parish Council

Adopted by Council

11 June 2024

Minute Ref: 10.4., page 42-2024

For review in June 2025

The Council's Statement of General Policy is:

Ruskington Parish Council (RPC) aims to carry out its activities with environmental efficiency, actively seeking to protect and enhance the local environment and biodiversity within its area of operation whilst endeavouring to ensure wider adverse environmental impact does not occur as a result.

Context:

The Parish Council recognises that a climate emergency has been declared at national, regional and within some organisations, local level.

The Parish Council will consider the impact its activities have on both climate change and biodiversity issues and will endeavour to introduce measures that either mitigate negative outcomes or actively support beneficial outcomes, where this is practicable and affordable within the resources and financial capabilities of council.

The Parish Council will specifically consider the following:

1. the impact that operating its assets has on the environment,
2. the impact that the goods and services it procures, including the environmental commitment of its suppliers, has on the environment,
3. where possible and appropriate, replace environmentally inefficient assets with environmentally friendly alternatives
4. the impact that execution of the Parish Council's activities may have on the environment

Aims:

In all its activities the Parish Council will aim to:

- (i) Minimise the consumption of all resources used in its operations, particularly in respect of the buildings and equipment it uses and the administration of its activities.
- (ii) Seek, wherever possible, to only use contractors and suppliers who have their own environmental policy, which is continually reviewed, updated and measured against recognised, best practice examples.
- (iii) Where possible, affordable, and, commensurate with Parish Council powers and duties, support local initiatives aimed at climate change and or, biodiversity protection or enhancement, and
- (iv) Involve the local community and local groups and encourage local action in support of the environment.
- (v) Co-ordinate our work and activities in a way that has the least detrimental on the environment.

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- (vi) Review local environmental indicators, such as water quality and waste recycling
- (vii) Enforce regulations designed to protect the environment, as applicable.
- (viii) Progressively build environmental concerns and sustainability into all its policies
- (ix) Prepare, implement, and monitor environmental action plans for our buildings and other assets.

Principles:

Ruskington Parish Council will:

- (i) Meet all relevant environmental legislation and regulations
- (ii) Regularly update and improve standards in light of increased understanding and knowledge.
- (iii) Avoid the creation of unnecessary waste by adhering to a policy of considered, strategic purchasing.
- (iv) Recycle and reuse waste materials
- (v) Dispose of all necessary waste through safe and responsible methods.
- (vi) Investigate the use of sustainable energy sources, including installation of solar panels on Council owned buildings.
- (vii) Respect and protect natural resources by practicing conservation and good management.
- (viii) Encourage contractors and suppliers to minimise their impact on the environment.
- (ix) Empower RPC employees to take responsibility for ensuring that the best environmental practice and to report areas of concern

Respect and protect natural resources through conservation and good management.

- a. Where possible conserve water from buildings and on allotments and check/protect external taps in winter.
- b. Encourage users of RPC owned grounds and allotments to enhance biodiversity to encourage wildlife and plant-life where appropriate.
- c. Prohibit the use of pesticides and herbicides on Council owned facilities and open spaces (i.e. allotments/cemetery/memorial garden/recreation spaces). Discourage use of same on privately owned spaces in the village.
- d. Cleaning fluids, polishes and glues etc. must be as environmentally least damaging as possible. Bleach and solvents harmful to the environment to be avoided.