

Alcester Town Council

2020 Tenancy Agreement for Allotments



Agreement to Let

The Council agrees to let and the tenant agrees to take the Plot on a tenancy from 1st January 2020 until 31st December 2020.

Rent

The Tenant agrees to pay the Council a rent payable 12 months in advance or part year in advance depending on tenancy date. Full payment is due on issue of the agreement and rent demand and is non-refundable. Failure to pay will result in cancellation of the agreement. The current rent for the period is £36.00 for a full plot for residents within the boundary of the Alcester Town Council and £48.00 for a full plot for tenants outside the boundary. To be reviewed annually.

Conditions of Letting

As well as paying the rent the Tenant agrees with the Council:

Restrictions on Assignment

Not to sub-let, assign or part with possession of the Plot or any part of it without the written prior consent of the Council. If tenants wish to share cultivation a shared tenancy must be signed which could include up to 3 cultivating partners.

Use of the Land

To use the Plot as an allotment growing normal garden selections of vegetables, fruit and flowers for personal use and consumption utilising a small greenhouse, frame, poly tunnel or shed if required.

Cultivation

To keep the Plot clean, reasonably free from weeds and otherwise in a proper state of cultivation and good condition. The Council will be entitled to claim compensation from a tenant who upon the termination leaves a plot in a worse condition than when the tenancy started. This will cover the cost of any reinstatement requirement.

Nuisance

Not to 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 allotment. Bonfires are not permitted. Persons causing a nuisance may be prosecuted under the Environmental Protection Act 1990.

Barbed Wire

Not to use barbed wire or any other material or item on or around the plot which may be a hazard to other tenants or visitors.

Buildings

Not without the written consent of the Council to erect any buildings or structures on the Plot. The Council will not unreasonably withhold consent to the erection of a garden shed, greenhouse and poly tunnels in accordance with plans and specifications first lodged with and approved by the Council. The normal approved dimensions for such buildings are a maximum of 6' x 8'. Sheds should only be used for storing tools and materials used on the plot and must not be used for sleeping in or any other purposes.

The Tenant shall be responsible for any structure, garden shed or greenhouse placed on the plot and any contents. The Council cannot be held responsible for any damage or loss. The tenant should consider taking out his/her own insurance cover.

Wells, Ponds and Water Butts

Not to make any well or pond on the Plot. (Small shallow wildlife ponds may be permitted but would require prior consent of the Council and must be fenced to avoid being a hazard for young children).

To keep all water butts or other water receptacles on the Plot securely covered.

Depositing of Refuse

Not to deposit or allow other persons to deposit on the Plot any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place or allow to be placed any matter in the hedge ditches or dykes in the allotment field of which the Plot forms part or in adjoining land. Only materials compatible with horticultural use may be brought onto the plot, and may have to be removed on tenancy termination.

Cutting and Pruning

Not to cut or prune any timber or established trees on the Plot or upon any adjoining land without prior permission in writing from the Council, or take sell or carry away any minerals gravel sand earth or clay.

Planting

Tenants may grow the normal range of fruit and vegetables on the plot with the following restrictions.

- Not to grow plants or trees that exceed 6' in height.
- Not to grow plants or trees that are invasive to the extent of affecting paths and other plots.
- Not to grow Illegal substances.

Tenants may be required to remove trees and plants at the end of a tenancy to return it to a condition suitable for re-letting.

Restrictions on Keeping Animals

Not to keep any livestock on the Plot or in any building on it without prior permission in writing from the Council.

Dogs

Not to bring or cause to be brought into the allotment field any dog unless the dog is held on a leash.

Plot Identification

To erect and maintain in a conspicuous position on the Plot, a number plate of a type, approved by the Council, indicating the Plot Number plainly and distinctly visible at all times.

Prohibition of Notices

Other than the plot number not to erect any notices or advertisement on the Plot.

Inspection

To allow any officer or agent of the Council to enter and inspect the Plot at any time.

Restrictions on Admittance to Allotment Garden

The Council shall have the right to refuse admittance to any person other than the Tenant or a member of his family to the Plot unless accompanied by the Tenant or a member of his family.

Information of change of address

The Tenant shall inform the Council of any change of his/her address.

Determination of Tenancy

Rent

The rent due may be increased or decreased by the Council by not less than three months notice in writing to the Tenant provided that on receipt of the notice the Tenant may terminate this agreement by giving the Council one month's notice in writing.

Termination of Lease

(a) By either party giving to the other three calendar months notice in writing. On termination of the lease by a Tenant, the Council may offer the Plot to an applicant on the waiting list for the remaining period of the Tenancy period.

(b) By re-entry by the Council at any time after giving three calendar months notice in writing to the Tenant on account of the Allotment being required (i) for any purpose (not being the use of the same for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision or (ii) for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

(c) By re-entry by the Council at any time (i) if the rent is in arrears for more than twenty eight days or (ii) if it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant, and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment at least three months has elapsed since the commencement of the tenancy.

In addition this tenancy may be ended by notice being given in accordance with the Allotments Acts 1908 to 1950.

Notice

Any notice required to be served under this agreement may be served on the Tenant personally or by leaving it at his/her last known address or by affixing the notice to the plot.