



# St. Anne's on the Sea Town Council

## AGREEMENT FOR LETTING OF ALLOTMENT GARDEN AT SHEPHERD ROAD

### Tenant Agreement

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

1. To pay the rent within 1 month of receipt of invoice.
2. To keep the allotment clean and a majority of the plot in a good state of cultivation, fertility and free from weeds.
3. The allotment shall be kept free of hazards, such as loose or broken glass, scrap metal and wood.
4. To keep the gate locked at all times and not to divulge the security code to persons who are not allotment tenants. The allotment tenant must accompany, at all times, any contractor acting on their behalf onto the site.
5. To restrict vehicles entering the allotments to a maximum speed of 5 mph.  
**Vehicles taken onto the allotments are driven at owner's risk.**
  - a) Cars may only be parked on the owner's allotment provided that the allotment exceeds 200 sq metres
  - b) All other cars must be parked on the designated car parks plots 22, 82 and 118.
6. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden, nor to dump any waste material anywhere on the site.
7. Not to encroach on any path set out by the Council for the use of occupiers of the occupiers of the allotments gardens.
8. Not to underlet or assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
9. To read and comply with the current Health and Safety Policy produced by The Allotment Society.
10. When using any sprays or fertilisers, the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops and water courses are not adversely affected, and must make good or replant as necessary should any damage occur, 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, other than vermin or pests, and comply at all times with current regulations.

11. Tenants are responsible for maintaining hedges and paths around the outside of their allotment up to the middle of the pathway running around their allotment. To keep every hedge that forms part of the boundary of the allotment properly cut and trimmed to a height of 1 metre. (Hedges bordering public areas may have a maximum height of 1.8 metres). To keep all ditches properly cleansed and to maintain and keep in good repair any other fences, gates, greenhouses and sheds on the allotment.
12. Not without the written consent of the Council to:
  - a. Erect any building, including shed, greenhouse, store or polytunnel
  - b. Construct ponds.
  - c. Keep chickens, rabbits or bees.
  - d. Use barbed wire for fencing.
  - e. Plant new trees other than fruit trees having dwarf rooting stocks
  - f. Not to cut or prune any mature woodland trees or take sell or carry away any mineral gravel sand earth or clay,
13. To observe and perform all the covenants conditions or otherwise (if any) contained or mentioned in the Assurance under which the Council hold the land.
14. To permit any Member of the Town Council or its Officers to inspect your Allotment Garden at any time.
15. To ensure that any dogs brought onto the allotments are kept on a lead at all times and not left unattended.
16. To ensure that juvenile family members brought onto the allotments are kept under supervision at all times.
17. To pay any compensation to the outgoing tenant for crops or improvements.
18. To deposit the sum of **£25.00** (Twenty Five Pounds only) to indemnify the Council(s) against neglect of the Allotment Garden(s) which sum, upon cessation of the tenancy, will be returned to the tenant if the Allotment Garden(s) is (are) vacated in a clean and cultivated condition.
19. The Tenant shall remove from the Allotment any structures or permanent foundations installed by the Tenant within 28 days of determination of this tenancy, failing which the deposit paid by the Tenant shall be forfeit.
20. To use the Allotment Plot(s) as an Allotment Plot(s) and for no other purpose, nor for any trade or business.
21. Not to waste metered water leaving hosepipes unattended, nor to use sprinklers at any time.
22. Not to erect or display notices or advertisements on the Allotment Plot(s) or any building thereon. Tenants may use the notice boards at the discretion of the Allotment Society.
23. Not to deposit or allow to be deposited on the Allotment any refuse or decaying matter except manure and compost in such quantities as may reasonably be required for cultivation. Any ground covering material, such as

carpet, used as a weed suppressant must not contain any manmade fibres and must be removed if requested by an Officer of the Town Council.

- 24. Not to allow individual fires on the site. Only the Allotment Societies communal fires are permitted. Any material to be burnt should be dry and not likely to give off hazardous fumes.**

### **Tenant Requirements**

25. To keep the Allotment Society and Town Council informed of a change of address and contact details.

### **Determination of the tenancy**

26. Upon the death of the Tenant this tenancy shall determine on the yearly rent day next after the death of the Tenant.
27. In the event of a dispute arising between tenants, the tenants shall try to resolve the problem themselves. Failure to reach an amicable settlement the matter can be referred to the Allotment Society who may wish to appoint arbitrators. In the final stage reference shall be made to the Town Council who will appoint two arbitrators. The Town Council's decision shall be final and binding on all parties. The Town Council will record its decision formally.
28. This tenancy may otherwise 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.
29. This tenancy may also be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:
- a. if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or
  - b. if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement (and provided that if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy) and that the Tenant has failed to comply within a reasonable time with any notice in writing by the Council, or the Allotment Society (as agent for the Council), served on the Tenant requiring them to remedy that breach; or
  - c. if the Tenant becomes bankrupt or compounds with their creditors.
  - d. if upon changing address the Tenant is then residing outside of the Parish.

### **Additional information**

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

31. 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 Town Clerk.

The Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement and shall not apply hereto.

IN WITNESS whereof the Council and the Tenant have hereunto set their respective hands the day and year first before written.

**SIGNED** by the said



In the presence of Heather Kennedy  
West Lodge,  
5 St Georges Road  
St Anne's on the Sea  
FY8 2AE



**SIGNED** by the said

In the presence of

**Please be aware that if there are any breaches of the conditions detailed within this agreement, the Town Council may serve a Notice to Quit and you could lose your allotment.**