

Lane End Parish Council

TENANCY AGREEMENT

FOR ALLOTMENT GARDENS

An agreement made the.....day of....., between the Lane End Parish Council of, PO Box 1616, High Wycombe, HP12 9FS (hereinafter called the Council) and (hereinafter called the tenant) whereby:

General Provisions

- A. Under the Small Holdings and Allotments Act 1908 the Council has a duty to provide allotments. An allotment means an allotment garden as defined by the Allotment Act 1922 or any parcel of land not more than five acres in extent, cultivated as a garden or a farm, or partly a garden or partly a farm. An allotment garden is defined as an allotment not exceeding ten poles in extent, which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by the tenant or his/her family.**
- B In accordance with this duty the Council will consider applications for an allotment from residents in the Lane End area. Under the Small Holdings and Allotment Act 1908 (and subject to this Act) the Council may make such rules as appear necessary or proper for regulating the letting of allotments, including but not limited to, rent, eligibility, notices, size and conditions. Accordingly, these Allotment Rules have been set up to provide applicants with details of the process and conditions for applying and maintaining an allotment.**
- C Allotments will be inspected twice annually by the Parish Clerk and/or member(s) of the Parish Council.**
1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy of the Allotment Garden of the approximate area of 250sq ft, being part of the Allotments provided by the Council at, Lane End number in the Council's Allotment Register.
 2. The tenant shall pay a basic yearly rent of £.....by the 1st day of October each year and the first such payment shall be due at the commencement of the tenancy, the payment will be subject to an annual review.
 3. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve months written notice to quit expiring on or before the 6th day of August or on or after the 29th day of September in any year.
 - 3a. If at any time the allotment is uncultivated for a period of three months the Parish Council has the right to offer the site to another person on their waiting list who requires an allotment for the purpose intended. In this case the Parish Council will require the tenant to vacate the site within 7 days of notice and remove all and any personal items. For the purpose of the Allotment Tenancy Agreement, cultivation is defined as the plot being dug over ready for planting with seasonal crop production evident. A weed suppressant membrane or strimming is not considered a substitute for cultivation. A new tenant shall be expected to progressively clear one third of the plot within 3 months, with the entire plot being cultivated within one year from the commencement of the tenancy. Failure to comply with these conditions may result in termination of the tenancy through the issue of a Non-Cultivation Notice or Termination Letter.
 4. The tenant shall reside or work within the **Lane End Parish** or reside within 3 miles of the Parish boundary during the continuance of the tenancy.
 5. The tenant shall during the tenancy carry out the following obligations:
 - a. The Allotment Garden shall be kept in a clean, decent, and good condition and properly cultivated and clearly and legibly displaying the plot number stated on the Allotment Tenancy Agreement.**

- b. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council. **To this end the plot must be kept free from weeds as far as is reasonably practicable and the spread of weeds onto neighbouring plots avoided.**
 - c. No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption.
 - d. No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval.
 - e. The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
 - f. Sheds and greenhouses with a floor area no greater than 36sq ft are permitted. Glazing must be of a translucent material other than glass. Nor is the Garden to be fenced without written consent of the Council in advance.
 - g. The tenant shall not without first obtaining the written consent of the Council, cut, lop, or fell any tree growing on the Allotment Garden.
 - h. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables, and flowers for domestic consumption by himself or his family. **Grass areas are permitted but may only form pathways, small seating, or fruited areas. Grass to be maintained to a height less than 10cm throughout the growing season. An area no greater than 25% of the allotment plot may be used for leisure gardening purposes such as growing flowers, creating, and maintaining a bio-diversity habitat. A small seating area may also be incorporated into this area for use by the tenant.**
 - i. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - j. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens
 - k. The paths are always to be kept in good condition and mown, as necessary.
 - l. **The use of hosepipes is permitted subject to the requirements of the statutory water provider, but sprinklers are not to be used. The tenant to be in attendance at all times during irrigation and all hosepipes will be disconnected following irrigation.**
 - n. **It is strictly prohibited to grow plants, which produce illegal substances or are otherwise proscribed.**
 - o. **Carpet or carpet underlay is not to be used as a weed suppressant.**
 - p. **A tenant must not deposit or allow to be deposited on the allotment site any household or other rubbish or matter. Rubbish or unwanted materials accumulated on the allotment plot must be removed from the site after each visit.**
 - q. **The Council shall (if deemed appropriate or necessary) arrange the provision of a skip once a year for the purpose of assisting the removal of non-compostable material.**
 - r. **Children are to be encouraged on allotment sites for the purposes of giving assistance to the allotment holder but must be accompanied by an adult tenant. Children must not trespass on any other allotment plot or cause any nuisance and must keep to the main footpaths.**
6. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Garden.
 7. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
 8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 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 to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
 9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this agreement.

10. The Allotment Officer or an authorised representative will undertake periodic inspections of individual allotment plots to ensure cultivation is compliant with the Allotment Rules and conditions and the Allotment Tenancy Agreement. Where a plot is found to be unsatisfactory a Non-Cultivation Notice will be issued (see appendix A). The notice will describe the reason for the action and allow a period of four weeks to improve the allotment plot. An Authorised Officer of the Council will undertake a further inspection of the plot at the end of this four-week period and a further assessment made (see Appendix B). Should the condition of the plot fail to comply with the Non-Cultivation Notice, the tenancy will be terminated with immediate effect. A confirmation letter will be sent to the tenant confirming the termination of the tenancy (Appendix C). A tenancy may also be terminated if two Non-Cultivation Notices are served in two consecutive years within the tenancy period. The tenant may appeal against any decision by writing to the Allotment Officer stating the reasons for the appeal and within 7 days of the date of the Notice. Alternatively, the tenant may use the Council's Complaints Procedure. Responses to either Appeals or complaints will be in accordance with the Council's Complaints Procedure.

Signed: *H Glasgow*

Clerk to the Lane End Parish Council

Signed: Tenant

Appendix A

Dear

Allotment Site.....

Plot number.....

In accordance with the Tenancy Agreement for Allotment Gardens, periodic inspections are made of all allotments.

An inspection was carried out on the above mentioned plot on ...(date)....., that is registered in your name and has been found as not being satisfactorily cultivated or kept free from weeds within the terms of the tenancy agreement. You are hereby given one months' notice of the Council's intention to re-enter upon the allotment site and to repossess the same unless conditions are met as described below.

Tenancy Conditions applicable:

Work required:

A further inspection will be made approximately four weeks from the date of this letter and should there not be a marked improvement in the cultivation of the plot (at least% of plot cultivated your tenancy will be immediately terminated

Yours sincerely,

Appendix B

ALLOTMENT INSPECTION FORM

SITE LOCATION.....

INSPECTION DATE.....

TENANT.....

RE-INSPECTION DATE.....

TENANCY COMMENCEMENT DATE.....

PLOT NUMBER	% Cultivation	% Weed	NON CULT NOTICE REQ.	TERMINATION NOTICE REQ.	COMMENTS

Appendix C

Dear

Termination of Allotment Tenancy

Allotment Site.....

Plot number.....

Further to my letter dated..... I am writing to inform you that a further inspection of the above mentioned plot that is registered in your name was carried out on

Unfortunately no significant improvement was observed and as a consequence I must now confirm that your tenancy of the above plot has been terminated with effect from

Yours sincerely,