

Agreement for Tenancy of an Allotment Garden

- These rules are made under the provisions of the Allotment Acts 1908-1950.

This agreement has been approved and adopted by Bardney Group Parish Council at the meeting on 16th November 2017 (Minute Item 271-16/11/2017 refers) and amended at the meeting on 19th April 2018 (Minute item 349-19/04/2018 refers).

- This agreement replaces all previous agreements and amendments made by Bardney Group Parish Council.
- All previous individual basis consents given by the council stand, with all new matters being put forward to the council on an individual basis.
- This agreement applies to the allotment field site situated on Horncastle Road, Bardney.
- The agreement sets out the conditions of tenancy of your allotment garden which must be followed.
- A copy of this agreement is provided for all allotment tenants. By signing the allotment tenancy agreement, tenants undertake to abide by the terms and conditions set out herein in their entirety.

Applications for allotment tenancies

Allocation of allotment tenancies is given subject to the following:-

- applicants must be at least 18 years of age and resident in the parishes of Apley, Southrey, Stainfield & Bardney at the time of application (applications will be accepted from residents in other parishes provided that at the time of application there are no other residents from Apley, Bardney, Southrey & Stainfield waiting for approval of an allotment);
- preference may be given to an applicant who does not already hold an allotment garden;
- if all other factors are equal, preference will be given to the applicant whose name appears first on the waiting list of applications for tenancies retained by Bardney Group Parish Council;
- A code will be given to each tenant (to allow access onto the allotment site). The code may be given by the tenant to their family and/or co-worker however the tenant must take all responsibility for any persons gaining access to the allotment site through their code.

All enquiries please contact:-

**Clerk to the Council
Bardney Group Parish Council
Bardney Fire Station
Alma Martin Way
Bardney
Lincoln
LN3 5TF**

Telephone: 01526 397406

Email: clerk@bardneygroup-pc.gov.uk

<http://parishes.lincolnshire.gov.uk/BardneyGroup>



Agreement for Tenancy of an Allotment Garden

An agreement made on 31st March 2020

between: Bardney Group Parish Council
c/o Bardney Fire Station,
Alma Martin Way,
Bardney,
Lincoln
LN3 5TF
(hereinafter called the Council)

of the one part

and: Full Name (incl title): Mrs Young

Of (Address): 1A Horncastle Rd
Bardney
Lincoln
LN3 5SU

(Hereinafter called the Tenant) of the other part.

The Council agree to let and the Tenant agrees to take on a yearly tenancy commencing **11/04/2020** until **10/04/2021** (and then annually thereafter) for an allotment garden plot numbered ** in the Register of Allotment Gardens kept by the Council situated at Horncastle Road, Bardney, Lincoln (as shown on the attached plan).

The rent for the said plot is payable annually in advance of **11th April 2020**.

When commencement date is part way through the year a pro-rata rent is due.

A refundable deposit of £25 will be payable by new allotment holders from 2020-2021. Deposit will be returned at the end of the tenancy, subject to returning the site to the condition it was in when taken over,

Signed
(Tenant)

Signed
(Clerk to the Council)

Date

Subject to the attached terms and conditions. **(Please read before signing)**

SECTION 1 – TERMS AND CONDITIONS

These terms and conditions override any previous terms and conditions and the Council reserves the right to make alterations to these terms and conditions from time to time subject to the Tenant being sent at least 28 days prior notice to their last known address.

Rent

- 1) The tenant shall pay all rent(s) due in advance and without deduction by the payment days specified;
- 2) The rent payable may be reviewed with effect from any date on which the same is payable or on the anniversary of this Agreement by service by the Council on the Tenant of notice in writing thereof at least 3 months before such date of review;

Access

- 3) The tenant shall permit any member, employee, officer or agent of the Council at any time to enter upon and inspect the plot;

Use of plot

- 4) The tenant shall use the plot as an allotment garden (wholly for the cultivation of vegetable and fruit crops for consumption by the Tenant or his family or for growing flowers for the enjoyment of the Tenant or his family) and for no other purpose whatsoever;
- 5) The maximum number of trees permitted without consent is 5. These must be of dwarf variety (so to have small root stock and not interfere with other neighbouring plots) and be kept at no more than 7ft in height. Thereafter to be maintained as such or be removed by the council;

Insurance

- 6) The tenant shall indemnify the Council from and against all actions, proceedings, costs, claims and demands arising from the Tenant's occupation and use of the allotment garden;
- 7) The Tenant is responsible for arranging adequate insurance protection against any loss, destruction, damage and/or injury sustained by whatever means within the allotment site;

Sub letting

- 8) The tenant shall not underlet, assign or part with the possession of the allotment garden or any part thereof;
- 9) Limited sharing of 2 tenants will be permitted provided a new contract is signed by all tenants (Any greater than 2 tenants per plot is subject to council approval);

Boundaries and pathways

- 10) The tenant shall not extend their plot boundaries in any direction whatsoever beyond the boundaries defined;
- 11) The tenant shall be responsible for any fencing necessary for the protection of his/her crops. (The use of barbed or razor wire for a fence or for any other use on the site is strictly prohibited);
- 12) The tenant shall not obstruct or encroach on any path set out by the Council for the use of the occupiers of the allotment gardens;
- 13) The tenant shall ensure that any access roads or pathways are kept free of obstruction and hazards at all times;

Animals, poultry, birds & livestock

- 14) The tenant shall not without the prior written consent of the council keep any animal, livestock, poultry or birds other than chickens upon the plot (Notice of 28 days for removal will be given if so);
- 15) The tenant must ensure that chickens are securely contained in a humane structure and cared for to the entire satisfaction of the council (The council will liaise with the RSPCB/RSPCA before any decisions are made);
- 16) The number of chickens kept at the plot will be for the benefit of the tenant and tenant's family only. With the sale of surplus eggs permitted only to cover the cost of the chickens subsistence and maintenance (Eggs can only be sold directly to the consumer and not through someone else's business); **Up to six chickens to be allowed.**
- 17) The keeping of chickens must comply with DEFRA guidelines at all times.
- 18) **No cockerels are allowed.**

Maintenance & upkeep

- 19) The tenant shall keep their allotment plot clean and in a good state of cultivation ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease and the plot is kept in good condition at all times;
- 20) A good state of cultivation is defined by the council as -
 - a) No less than 25% of the plot under cultivation with the remainder dug over or mowed to a reasonable level so deemed by the council;
 - b) Weed vegetation cleared and under control so not to effect neighbouring plots;
- 21) If the tenant does not maintain the plot to the standard required a formal 28 day notice will be given to allow the tenant to make reasonable improvements; If reasonable improvements are not taken up after prior notice the council will make plans for improvements to be made on the tenants behalf with the possibility of a fee for any services deemed necessary;
- 22) The tenant shall not use carpet or similar materials to suppress weeds on more than 50% of the plot;
- 23) The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay;
- 24) The tenant shall keep the edges to the plot in good condition and properly edged to reduce the risk of falling or slipping leading to injury.
- 25) Whilst the Council take all reasonable measures, it does not accept responsibility for any pest, disease, weed, act of vandalism or act of God that occur within the plot.

Behaviour & conduct

- 26) The tenant shall not cause any nuisance, inconvenience, annoyance or disturbance to the Council or the occupier of any other plot, or to any other adjoining owner or occupier;
- 27) Abusive behaviour towards Councillors or council staff will not be tolerated and will result in the termination of the tenancy agreement.
- 28) The tenant shall not damage or interfere with nor allow others to damage or interfere with any property or fixtures belonging to the Council, other allotment plot holders or property or fixtures adjoining the plot or allotment field of which the plot forms part;
- 29) The tenant shall observe and perform any other reasonable conditions that the Council consider necessary to preserve and maintain the good order of the allotment garden from deterioration and of which notice has been given to the Tenant;
- 30) The consumption of alcohol and the use of any illegal substances on or at the allotment site is strictly prohibited;

- 31) If a tenant has to be contacted three times within the 12 month tenancy period over issues of behaviour, conduct, maintenance and upkeep then any future correspondence may be levied with a £29 administration fee.

Supervision of children, dogs and visitors to the plots

- 32) The tenant shall not allow children under the age of 16 onto the site unless accompanied and supervised at all times by the Tenant;
- 33) The tenant shall not allow dogs onto the site unless they are owned by the tenant. All dogs must be kept securely held on a leash and not allowed to wander around the allotment gardens. All dog excrement must be removed by the tenant and safely deposited in the appropriate receptacle;
- 34) The tenant shall be responsible to the Council for the acts or faults of any such agreed co-worker or visitor they allow access to the allotments;
- 35) The tenant shall agree that the Council have the right to refuse admittance to the allotment garden any person (other than the Tenant or a member of his/her immediate family) unless accompanied by the Tenant or a member of his/her immediate family;
- 36) The tenant acknowledges that to the extent the general law permits the Council accepts no responsibility for loss, damage or injury howsoever caused by dogs and or other animals/livestock brought onto or kept on the allotment gardens;

Buildings & other structures

- 37) The tenant shall be allowed by the council to erect any one of the following structures -
- a) Shed type structure up to a maximum of 12 square meters;
 - b) Greenhouse structure up to a maximum of 15 square meters;
 - c) Poly-tunnel up to a maximum size of 30 square meters;
- In addition one structure for housing chickens will be permitted (Under Section 12 of the Allotments Act 1950);
- 38) The tenant may keep the following on their allotment garden for their own use up to a maximum capacity of 3000/2000/1000 litres retrospectively;
- a) 3 IBC tanks per 30x10 plots,
 - b) 2 IBC tanks per 25x10 plots
 - c) 1 IBC tank per 20x10 plots
- The tenant shall ensure that all water butts and/or tanks used are stable, not sunken and have secure covers;
- 39) The tenant shall not station any caravan or other portable structure on the plot;
- 40) The tenant shall not, without the prior written consent of the Council place on the plot any galvanised or other sheeting, iron, or other articles with the exception of a single drum for burning plot weeds only;
- 41) The tenant shall obtain all necessary planning permissions and building control approvals before erecting any buildings or structure on the plot not listed above (after written permission has been given by the Council for the erection of such building or structure);
- 42) The Council cannot accept liability or responsibility for any items left in sheds or structures;
- 43) The tenant will not allow anyone to reside in the sheds or structures.

Rubbish & other waste disposal

- 44) The tenant shall not deposit or destroy, nor allow others to deposit or destroy on the plot any refuse, decaying matter or other materials (except a limited amount of manure and/or compost for use in cultivation);

- 45) The tenant shall take any refuse, decaying matter or other materials (not permitted for use in cultivation or composting) away from the site;
- 46) The tenant shall not deposit nor allow others to deposit any refuse, decaying matter or other materials on or near any other allotment garden plot or at any car parking or access way areas;
- 47) The tenant shall not deposit or allow others to deposit any refuse, decaying matter or other materials in hedges, ditches or drains in the allotment field of which the plot is situated or in any neighbouring hedges, ditches or drains;

Adverts & Notice

- 48) The tenant shall not erect any notice or advertisement on the plot;

Bonfires

- 49) The tenant shall be permitted to have occasional bonfires between the hours of 6:00am and 9:00pm on Monday to Saturday only in accordance with the following:
 - a) The bonfire on to be on the tenants plot;
 - b) The tenant is only permitted to use the bonfire for the purpose of destruction of organic matter from the tenants plot;
 - c) The tenant must tend the bonfire at all times;

Water supplies

- 50) The tenant shall not dig wells or boreholes nor divert rainwater from others;
- 51) **The tenant must state as to whether they wish to opt out of having access to water.**
- 52) **All water bills will be split equally between tenants who have opted in.**

Council Infrastructure

- 53) The tenant shall report any damage to the council infrastructure, which includes gates, water supply, boundary hedges and/or fences;
- 54) The tenant shall shut and lock gates at all times of entering and exiting the allotment gardens;

Use of sprays, fertilisers and chemicals

- 55) In using sprays, fertilisers and chemicals the tenant shall at all times fully comply with the provisions of this agreement and in particular shall:-
 - a) take all reasonable precautions to ensure that adjoining hedges, trees and crops are not affected & will make good or replant as necessary should any damage occur;
 - b) so far as possible only select and use chemicals whether for spraying, seed dressing or for any other purpose whatsoever that will cause no harm to members of the public, game birds, bees or other wildlife other than vermin, or pests;
 - c) Shall comply at all times with current regulations (if unsure to ask the council for assistance);

Health & Safety

- 56) The tenant shall ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury;
- 57) The tenant shall ensure that tools and other equipment are used carefully and with due regard to the safety of others;
- 58) The tenant shall not store oil, fuel, lubricant or other flammable liquid in any sheds or storage facility on the allotments.

Tools and other personal items

- 59) The tenant shall ensure that all tools and other personal items are kept safe & secure when not in use;
- 60) The Tenant acknowledges that to the extent the general law permits the Council accepts no responsibility for the loss of or damage to any tools, buildings, fences, and other equipment and items belonging to the Tenant however caused nor to the extent the general law permits does the Council accept any responsibility for any injury caused by such items however caused;

Disputes

- 61) All complaints or questions of dispute between tenants shall be referred to the Council whose decision shall be final. Correspondence may be entered into;

Information and change of address

- 62) The Tenant shall inform the Council immediately of any change of address;

Vehicles

- 63) Only motor vehicles belonging to the tenant may be parked on site whilst working on their allotment plot;
- 64) No overnight parking is allowed in any circumstances;

Firearms

- 65) The use of any firearm on or at the allotment site is strictly prohibited;

Keeping of bees

- 66) The tenant shall not or allow to have installed on their plot any bee hive or similar structure for the housing of bees without prior consent of the council.
- 67) If the council has given its consent it will be subject to the following at all times;
- a) A maximum of 2 hives per allotment plot.
 - b) The hives must be sited in such a way as the bee keeper is the only one which can approach with the plot enclosed with fencing in accordance with section 9 boundaries and pathways;
 - c) The tenant must be a member of the National Bee-Keepers Association with evidence of this needed before prior consent;
 - d) The tenant must have their own public liability insurance to a minimum of £5,000,000 and evidence of this will be required prior to consent being given;
 - e) The tenant must consult with neighbouring plot holders to ensure they are in agreement unless there are no existing neighbouring plot holders;
 - f) The tenant must erect signage on their plot to advise bees are on the site (Possible sign "Caution Bees at Work");
 - g) The tenant must only use bees that are of the description 'friendly and quiet' such as the Hawaiian, Greek and New Zealand queens;
 - h) The tenant must erect a wooden trellis, or similar structure, in front of the hive so to encourage the bees to fly straight up on leaving and entering the hive. Maintaining such trellising in good condition thereafter;

- 68) The tenant must acknowledge that to the extent the general law permits the council accepts no responsibility for loss, damage or injury arising out of or in connection with the keeping of bees however caused.

SECTION 2 - TERMINATION OF A TENANCY OF AN ALLOTMENT PLOT

The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the next yearly rent day after receipt of notice in writing or on the death of a tenant. It shall also terminate whenever the tenancy or right of occupation of the Council terminates.

The tenancy may also be terminated in any of the following manners:-

- By either party giving to the other not less than twelve month's notice in writing expiring on or before the 6th April or on or after 29th September in any year
- By re-entry of the Council at any time after giving three months previous notice in writing to the tenant on account of the allotment gardens being required for
 - a) any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - b) for the building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes
- By re-entry of the Council at any time after giving one month's previous notice in writing to the Tenant:-
 - a) if the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not;
 - b) if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy;
 - c) if the tenant carries out any action which in the opinion of the Council may constitute an illegal/criminal act;
 - d) if the tenant shall become bankrupt or compound his/her creditors;
 - e) if the Tenant is not duly observing the rules & conditions of this Tenancy agreement
 - f) if the Tenant has abandoned his/her plot and cannot be found after reasonable enquiry;

The Tenant is not, on termination of the Tenancy entitled to receive from the Council any compensation whatsoever, including compensation for the loss of plants or for any improvement made to the allotment plot by them.

The Tenant may remove any item planted by themselves before the termination of the Tenancy but must level the surface of the land & restore the same to a proper state and condition and make good any damage caused by the removal.

SECTION 3 - NOTICES

Any notice required to be given by the Council to the Tenant may be signed by the Clerk to the Council for the time being and may be served on the Tenant either personally or by leaving it at his/her last known place of abode or by registered letter sent by recorded delivery service addressed to him/her there. Any notice required to be given to the Council by the Tenant shall be sufficiently

given if signed by the Tenant and handed personally to the Clerk or sent in a prepaid letter to the parish offices addressed to the Clerk.

SECTION 4 - WRITTEN CONSENTS

If the tenant requires any alterations, additions or deviations to the terms they must apply in writing to the parish council for permission on an individual basis. The Council reserves the right to impose a fee for considering any application for consents whether or not the same shall be granted. *i.e. the parish council will allow one 'garden shed' type structure up to a maximum size of 12 square metres without then need for the tenant to obtain permission, however should the tenant require two sheds or a shed larger than 12 square metres or any other structure etc. they would have to apply in writing to the parish council for permission enclosing full details of what they require. A fee may then be charged whether permission granted or not.*