

**WOLVERTON & GREENLEYS TOWN COUNCIL ALLOTMENT TENANCY TERMS
AND CONDITIONS**

ALLOTMENTS ACT 1908-1950

This Agreement is made on 1st October 2016 between:

Wolverton & Greenleys Town Council

Town Hall, Creed Street, Wolverton, Milton Keynes, MK12 5LY

(hereafter called the "Council")

and

.....

(hereafter called the "Tenant")

Whereby the Council agrees to let and the tenant agrees to take on the tenancy for twelve months for allotment garden plot ?? on Stacey Hill allotments containing 5 poles or thereabouts. A pole is measured as 25sq meters or 30sq yards. The maximum number of pole which can be held by any one tenant is ?? poles.

This agreement to be granted commencing 1st October 2016 and thereafter from year to year unless determined in accordance with the terms of the tenancy.

The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the allotment garden and other allotment gardens let by the Council.

Rent payable for the period 1st October 2016 to 30th September 2017 is £?????.

You can claim a 20% reduction if you are in receipt of any of the following:

- You receive a State Pension
- You receive Job Seekers Allowance
- You are disabled

If you qualify for the reduction the amount payable is £?????

A fully refundable deposit of £50.00 is required for all new agreements undertaken and will be refunded provided that the plot is given back in a reasonable condition, and that no waste is left at site. A £12.00 refundable deposit is required for each allotment key obtained, non-refundable if the key is lost

1. INTERPRETATIONS OF TERMS AND CONDITIONS

Throughout these terms and conditions the expression 'the Council' shall mean the Council of Wolverton and Greenleys and includes any committees of the council or any allotment managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972.

2. DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF ALLOTMENT GARDENS

Allotments may be let at the discretion of the Council to any suitable applicant residing in the parish of Wolverton & Greenleys Town Council.

3. RENT

The rent shall be paid on the 1st day of October each year. Tenants are responsible for settlement of annual rent accounts within 30 days. Any tenant experiencing a problem with payment should contact the Council office immediately. A tenancy review will take place yearly in October.

4. CONDITIONS

The tenant of the allotment garden shall comply with the following conditions. Contravention of any of the following conditions may result in termination of tenancy.

Maintenance of the plot

- a. Shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition. If you are not going to work part or all of your plot for a season or year, please arrange to have any uncultivated sections mown, strimmed or rotovated.
- b. If for any reason you are unable to maintain the garden for a prolonged period of time, for example, due to illness, the tenant or a relative should notify the Council in writing.
- c. 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 required.
- d. The Tenant shall keep every hedge that forms part of the boundary of their allotment garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any fences, gates or sheds on their allotment garden.
- e. The tenant shall use the allotment plot only for the purpose of growing vegetables, fruit, flowers or lawn for his/her family's domestic use or for other non-commercial use.
- f. The tenant will endeavour to maintain the plot number provided by the Council in good order and ensure that it is visible at all times.
- g. The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade or business.
- h. The Tenant shall not erect a fence higher than 1.2 metres around the perimeter of the allotment plot unless for the purpose of livestock or obstruct any path set out for the use of the tenants of other allotment plots. Barbed or razor wire must not be used anywhere on or around the allotment plot
- i. The tenant shall maintain any compost heap in a tidy condition and it must be in proportion to the plot, for example, for a 5 pole plot the heap must not exceed 3.5 cubic metres in size.
- j. The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse, or other rubbish. Tenants are encouraged to recycle and/or re-use material in an environmentally friendly manner.

Buildings

- a. The tenant shall not without the written consent of the Council erect any building on the Allotment Garden. The recommended maximum sizes of buildings are as follows, Shed 12sq meters, Greenhouse 15sq meters, poly tunnel 30sq meters.
- b. The tenant shall ensure the building is kept in good order and shall be responsible for the removal of any building other than sheds and greenhouses. Any Tenant removing a building is to remove it completely from the site.
- c. Only glass substitutes such as polycarbonate, Perspex or other alternatives may be use in any permitted structures.

Use of chemicals

- d. If you are using any spraying weed control methods, only do so when there is no wind or other people around and must be used and stored in line with the current legislation.
- e. The Council will take action against a tenant if they are found to be using banned chemicals or chemicals that have not been approved for use by the Environment Agency.

General

- a. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any riding set out by the Council for the use of occupiers of the Allotment Gardens with vehicles or materials being brought onto or removed from the site.
- b. Ridings must be kept clear at all times. Permission is required for any delivery that requires a vehicle larger than a small van/car. No vehicles should use/access the site when the ground is soft, except emergency vehicles.
- c. Damage caused to any roads, paths, gates, fences, sheds or any other Council property shall repaired at the cost to the tenant. If the tenant fails, refuses or neglects to repair such damage within 28 days of the Council requiring him/her to do so, the Council may undertake the work and charge the cost of such works to the tenant. Non-payment of these charges will result in termination of tenancy.
- d. Rowdiness, noise and unruly behaviour will not be tolerated.
- e. Ridings are the only right of way around the allotment site.
- f. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof without the written consent of the Council.
- g. Plot sharing is permitted by way of completion of a plot sharer agreement held by the Town Council and must abide by these allotment terms and conditions. The holder of the tenancy is responsible for those they may share with.
- h. The Tenant shall not without written consent of the Council, cut or prune any timber on communal areas, or take, sell or carry away any mineral, sand or clay.
- i. The Tenant shall not keep any livestock (as permitted by statute) on the allotment without prior written consent of the Council. No Cockerels are permitted. The council's policies on keeping rabbits and hens must be adhered to at all times.
- j. The tenant shall not dump household or commercial rubbish at the site and on or before expiry of tenancy, must remove all rubbish from their plot.
- k. The Council at any time may enter and inspect the any allotment garden.
- l. The Council retains all rights and powers over the land.
- m. The tenant shall not waste or contaminate the Council water supply or wash produce in council water tanks. Hoses are prohibited on allotments.
- n. The tenant shall not deposit or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for the use in the cultivation of the allotment plot) or place any refuse or matter elsewhere on any adjoining allotment plot.
- o. Tenants are not allowed to bring onto the allotment plot any rubbish for the purposes of disposal.

- p. The tenant shall not bring or cause to be brought onto the allotment site any dog unless it is held at all times on a leash, and remains on the tenants plot only. Any fouling to be removed and disposed of offsite by the tenant.
- q. The tenant shall not erect any notice or advertisement on the allotment site without prior consent of the council.
- r. All Items left on a plot by the existing tenant become the property of the Council. Ownership will be transferred to incoming tenant at point of let. If items not desired they should be advertised on the board to the other allotment holders as available and only be removed by the Council. Any items taken without consent will be deemed as theft.
- s. The tenant shall read and agree to comply with all terms and conditions of the tenancy.

5. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

The tenancy of an allotment garden shall terminate on the annual rent day after the death of the Tenant. It may also be terminated by the Council by re-entry after one month's notice –

- i) If the rent is in arrears for not less than 40 days OR
- ii) If the tenant is not duly observing the conditions of their tenancy OR
- iii) Is convicted of theft from an allotment site, becomes bankrupt or compounds with their creditors.

The tenancy may also be terminated by the Council or the Tenant by Twelve months previous notice in writing expiring on or before the 6th day of April or on or after the 29th day of September in any year. Allotment Act 1922 Section 1

A tenant who breaches the terms of this contract will receive a written warning letter to rectify the breach within 21 days. A second reminder letter will be issued if the council believes no improvement has been made, giving the tenant a further 14 days to rectify the breach in their terms of contract. Failure to comply will result in a termination notice. If the plot cultivation is considered unsatisfactory within a six month period commencing from the original date of the warning letter, the tenant will be asked to vacate within 30 days. There will be no rent refund for any breach in this contract.

6. DISPUTES

Should any dispute arise between allotment holders or outgoing and incoming tenants, the same shall be referred to the Council's Allotment officer whose decision shall be final.

7. SECURITY

The tenant shall be issued with a key to access the Allotment Garden. The tenant shall not make duplicate keys to access the Allotment gardens. Access gates shall be closed and if a lock is provided shall be kept locked at all times after access and exit.

8. CHANGE OF ADDRESS

The Tenant shall give notice in writing to the Allotment Officer of any change in their address within 28 days of such a change.

9. SERVICE OF NOTICES

Any notice may be served on a tenant either personally or by leaving it at their last known address.

The rent due may be increased or decreased by the Council by not less than six months' notice in writing to the Tenant. On receipt of the notice the Tenant may terminate this agreement by giving the Council one months' notice in writing.

10. CONDITIONS AS TO LETTING OF THE ALLOTMENT GARDENS

In letting an allotment garden for which there are two or more applicants who are, in the opinion of the Council's Allotment Officer, eligible to become tenants and are able to keep the allotments in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment garden.

11. AGREEMENTS FOR LETTING

An agreement for letting an allotment garden may be signed by the Council's Clerk or any other officer of the Council duly authorised by the Clerk on their behalf.

12. BONFIRES

Avoid lighting a bonfire in unsuitable weather conditions; smoke hangs in the air on damp, still days; wind may blow smoke into neighbouring gardens. Bonfires must not be left unattended and must be extinguished before the plot holder leaves site.

In order that you are aware of the basic legal situation regarding bonfires please note the following:

Under Section 16 of the Clean Air Act 1993, a smoky bonfire could be actionable. If the Local Authority is satisfied that a nuisance has occurred and, even though it has temporarily ceased, it is likely to recur, the Authority may apply to the Magistrate's Court for a Nuisance Order. A bye-law does not exist in the borough which permits bonfires between certain hours. The penalty for contravention of Section 16 of the Clean Air Act, IPA 1990 could result in a fine up to £20,000 and a daily penalty up to £50 if the offence is repeated following an earlier conviction.

13. SAFETY

All Tenants are responsible for their own and their possessions safety as well as that of any child or visitor to the allotment garden and the same terms and conditions will apply.

Children, visitors and tenants must not trespass on any other plots or take produce or equipment without prior permission, including fruit from established trees.

Tenants bringing children, family or pets onto the allotment garden must be responsible for their safety and keep all visitors within the boundary of the plot. Children under the age of 16 must be accompanied by an adult at all times unless a prior arrangement is made with the Town Council.

Please be aware of the following hazards and ways of managing them:

- Ponds – permission must be sought from the Council and must be fenced or covered for safety. Ponds must not be filled using well or mains water.
- Water butts – must be fitted with a lid. Do not allow water to collect in unsuitable containers.
- Bees – if a bee's nest is found please contact the Bee Keeping Association for advice.
- Electrified fences may only be installed with written permission from the Council
- Power tools and hand tools – please store and use safely.
- Infection from livestock manure – unused manure should be covered.
- Use of pesticides and herbicides – please store safely and use with consideration to others, ensuring that the use and storage of chemicals comply with the current legislation and line with COSHH.

- Broken glass and rusted metal – please dispose offsite safely.
- Oil, fuel, lubricants or other inflammable liquids – shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for the use with the garden equipment only.

14. BEE KEEPING

Anyone wishing to keep Bees and Bee Keeping equipment **must first apply in writing to the Town Council**. Each request will be considered on an individual basis and a written reply will be sent within 28 days. No retrospective permission will be granted. Failure to comply with this procedure will result in the revoking of the plot holder’s tenancy.

A supplementary lease that specifically addresses terms and conditions for Bee Keepers must be signed alongside the general tenancy agreement. Bee Keeping will only be allowed if all the stipulations contained within the supplementary lease is strictly adhered to.

15. EQUAL OPPORTUNITIES POLICY

The Council condemns all forms of discrimination, harassment or victimisation. We will take action against anyone who produces or displays material which people may find offensive or anyone who threatens assaults or victimises someone. If you cause or take part in discriminatory behaviour or harassment you will not be allowed to keep your allotment plot and may be prosecuted. If you have been involved in anti-social behaviour, the Council may refuse to grant you the tenancy of an allotment plot.

No one will be disadvantaged in their application for an allotment plot because of their ethnicity, gender, disability, sexual orientation, age, class, income, whether employed or not, or religious belief.

Where the tenant is cautioned or convicted of an offence in relation to the allotment garden, the Council maintains the right to terminate the tenancy.

I hereby agree to comply with the above Terms and conditions.

Name

DOB

Telephone number

E-mail address

(Your email address will only be used for allotment correspondence on behalf of the Town Council and will be held in compliance with the Council’s Data Protection Policy.)

.....

Signed by the Tenant

.....

Signed for Wolverton and Greenleys Town Council