

Atherstone Town Council



Allotment Garden Tenancy Agreement and Rules

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ALLOTMENT GARDEN TENANCY AGREEMENT

An agreement made this

Between ATHERSTONE TOWN COUNCIL, (hereinafter called the Council) and

_____ (herein called the Tenant), of

BY WHICH IT IS AGREED THAT:

1. The Council shall let to the Tenant for him /her to hold as a tenant on a yearly tenancy from _____ and then from year to year the Allotment Garden (being part of the Allotments provided by the Council at _____ Allotments and numbered _____ in the Council's Allotment Register.

2. The tenant shall pay a current yearly rent of £_____ in two instalments. The yearly rental is subject to annual review with one months written notice of any change of rent.

On the 1ST March

(For the period 1st December to February 29th in arrears and for the period 1st March to 31st May in advance)

On the 1st September

(For the period 1st June to 31st August in arrears and for the period 1st September to 30th November in advance)

3. The tenancy may be terminated in any of the following ways:
- 3.1. By the council serving on the tenant not less than 12 months' written notice to quit expiring on or before the sixth day of April or on or after the 29th day of September in any year and by the tenant serving on the council not less than 1 month's written notice to quit or by agreement with the council.
 - 3.2. By the council re-entering the allotment garden, having given three months' written notice to the tenant, on account of the land being required

for building, mining, or any industrial purpose or for roads or sewers necessary in connection with any of those purposes

3.3 By the council re-entering the allotment garden, having given three months' written notice to the tenant, on account of the land being required by the council for a purpose for which it was acquired, other than the use of the allotment garden for agriculture.

3.4 By the council, having given one month's written notice, re-entering the allotment garden for non-payment of rent, if the rent for the allotment is in arrears for not less than 40 days, whether legally demanded or not

3.5 By the council re-entering the allotment garden, having given one month's written notice, for breach of any term or condition contained in this tenancy agreement

3.6. By the council re-entering the allotment garden, having given one month's written notice, on account of the tenant becoming bankrupt or compounding with his creditors

3.7. By the council re-entering the allotment garden, having given one month's written notice, if it appears to the council that the tenant not less than three months after the commencement of the tenancy, has not duly observed the rules affecting the allotment made by or in pursuance of the Small Holding and Allotment Acts 1908

4. The Tenant shall during the tenancy carry out the following obligations:-

- a) To pay the rent hereby reserved on the 1st March and 1st September in every year during the continuance of this tenancy without any deductions whatsoever.
- b) 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 and his family.
- c) To use the allotment garden as an allotment garden or any use considered suitable by the Town Council, and for no other purpose without the prior consent in writing of the Council.
- d) To keep the allotment garden free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds.
- e) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or

encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.

- f) Not to underlet, assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing of the Council.
- g) Not without the prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.
- h) Not without the prior consent in writing of the Council to erect any building on the allotment garden or to park any vehicle, mobile or caravan AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant.
- i) Any building or frame must only contain safety glass.
- j) Not to use or store any barbed wire on the allotment garden.
- k) Not to erect any fence constructed of any material other than chicken wire, stock wire or chain link.
- l) Not to use in any form of construction of building or fence materials containing asbestos or other recognised hazardous substances.
- m) Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situate in the said allotment site or in any adjoining land.
- n) To ensure that any dog brought into the said allotment site is kept on a lead at all times.
- o) Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council, such consent not to be unreasonably withheld.
- p) Not to erect any notice or advertisement on the allotment garden
- q) Not to create any new well on the allotment garden. Any existing well to be kept capped and locked.
- r) To notify forthwith the Council of any change of address of the Tenant.
- s) To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
- t) To permit any officer or agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being

erected and of any livestock thereon.

- u) To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 7 of this agreement.
- v) The Tenant shall not, without previous consent from the Council in writing, plant any trees or fruit bushes or any crops that require more than twelve months to mature

5. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his / her part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.

6. On 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.

7. 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 or normal first class post at the last known address.

ALLOTMENT GARDEN RULES

The tenancy agreement is subject to the Allotment Garden Rules, which may be amended from time to time.

8. Rental Payments

- 8.1. Rent is due on 1st March and the 1st September each year.
- 8.2. Payment may be made up to 12 months in advance, but should a rent increase occur during the period, the additional charge will still be payable.
- 8.3. If rent is not paid within 14 days of the above dates, a reminder letter is sent asking for payment within the next 14 days.
- 8.4. If payment is not made within 40 days of the due date, a letter is sent giving 28 days' notice (1908 Act, s30(2) as amended by the 1922 Act s23).
- 8.5. On the 28th day a notification letter will be issued informing the tenant of that the tenancy has ended. The allotment is then advertised as vacant.

9. Un-kept Allotments

- 9.1. Allotment gardens are for the growing of vegetables and fruit as defined in statute. The Town Council has widened this definition (July 2007) for its allotments to include “any use considered suitable by the Town Council”.
- 9.2. a) The tenancy agreement states that tenants agree to keep their allotments “free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition”
- b) Inspections may be carried out regarding the condition of any livestock and the opinion of the council or appointed officers will be final.
- 9.3. a) For plots let in an uncultivated condition:
Should it be noted (not less than 1 month after the start of the tenancy) that a rented allotment is not being kept according to the terms of the agreement, a notice shall be sent giving the allotment holder 28 days in which to remedy the situation. If the allotment is still un-kept at the end of the period, then 28 days’ notice shall be given. If, at the end of the notice period the Council is satisfied that the situation has been remedied, the notice may be withdrawn.
- b) For plots let in a cleared condition:
Should it be noted (not less than 1 month after the start of the tenancy) that a rented allotment is not being kept according to the terms of the agreement, a notice shall be sent giving the allotment holder 28 days in which to remedy the situation. If the allotment is still un-kept at the end of the period, then 28 days’ notice shall be given. If, at the end of the notice period the Council is satisfied that the situation has been remedied, the notice may be withdrawn.

10. Buildings

- 10.1. The Council does not provide any buildings on allotment land.
- 10.2. Tenants may request that approval be given for the erection of a building.
- 10.3. The Council requires the building to be erected to a standard of its agreement, and will be inspected once in place.
- 10.4. If a building erected upon an allotment is not in line with the Council’s agreement, the tenant will be required to remove it. A letter will be issued to this effect, giving one month’s notice.
- 10.5. Should a tenancy end, the tenant will be required to either remove the building or confirm that they agree for the next tenant to take possession of it. If the building is not safe, or becomes unsafe, they will be required to repair or remove it within one month of the tenancy end date.
- 10.6. If a tenant takes an allotment which already has a building, they become responsible for it during and at the end of their tenancy.

11. Health & Safety

- 11.1. The Council will carry out health & safety inspections (including risk assessments) of the allotment sites on a half yearly basis.
- 11.2. Any requirements of tenants to comply with health and safety issues will be notified to them in writing, giving them 28 days notice for it to be remedied.

11.3. Tenants will be required to give access to their allotment. Any failure to provide access following 2 months of a request will result in a 28 day notice being served.

12. Other Terms of Agreement

12.1 Should any other terms of the tenancy agreement be broken, the tenant will be given notice to remedy the situation within one month. If the tenant remedies the problem to the satisfaction of the Town Council the 28 day warning notice may be either:

- a) Lifted completely or
- b) The tenant notified that the warning notice will stand for a further period of 6 or 12 months. If the tenant breaks the same tenancy rule again within the time specified a 28 notice will be issued to end the tenancy.

12.2 The minimum age for a tenant is to be 18.

12.3 Any rent paid for the period after the tenancy has ended is not refundable.

13. Waiting List Policy

13.1 "Eligible applicant" means the applicant must be 18 years or older.

13.2 "In Parish" means an eligible applicant residing within the Parish of Atherstone.

13.3 "Out of Parish" means an eligible applicant residing outside the Parish of Atherstone

13.4 Atherstone Town Council operates a waiting list system whereby precedence is given to eligible applicants who reside within the Parish of Atherstone.

13.5 Applicants will be put onto their preferred site waiting list and notified by the clerk when a plot becomes available.

13.6 If a plot is turned down the applicant can request remaining on their waiting list until a suitable plot is identified. Their position on the list may not be affected at the discretion of the clerk.

13.7 Plots will only be offered to those on the "out of parish" list if the "in parish" waiting list is either

- a) empty or
- b) vacant plots have been turned down by all those on the "in parish" waiting list.

13.8 Whilst there is any waiting list the maximum numbers of plots permitted to a tenant is two.

Tenant

SIGNATURE_____

PRINT NAME_____

PLOT NUMBER _____

Date_____

OFFICE USE ONLY:
Clerk / Deputy of Atherstone Town Council

SIGNATURE_____

Document reviewed 21st July 2021
Next Review July 2023.