

STEYNING PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made on the 1st September 2018 between Steyning Parish Council

Of: Fletchers Croft, Steyning BN44 3XZ ('the Council')

And

Of _____ ('the tenant')

concerning the use of an Allotment Garden known as Allotment Garden No:.....("the Allotment Garden") in the Canada Gardens allotments ("the Site").

by which it is agreed that:

General Conditions:

- (i) *Steyning Parish Council is hereinafter referred to as "the Council" and includes any working party, committee of the Parish Council or any allotment managers appointed by the Parish Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972*
- (ii) *The Allotment Gardens are in the South Downs National Park and tenants must be aware of the purposes of the SDNP which are:*
 - Purpose 1: To conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park area*
 - Purpose 2: To promote opportunities for the understanding, and enjoyment of the special qualities of the Park by the public.*
- (iii) *Tenants must ensure that those Allotment Gardens adjacent to hedgerows and trees do not interfere with the bio-diversity of the SDNP and that wherever practicable greater weight should be given to conservation of the natural environment particularly, between 1st March - 31st August eg: do not prune trees or cut hedges that may provide nesting sites for birds.*
- (iv) *'Cultivation' as referred to in these Terms and Conditions of Contract is defined as an area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or rotivate, mulch, prune, and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops.*
- (v) *The Council reserves the right to enter an Allotment Garden, with or without the consent of the tenant, to inspect its condition and may give the tenant notice of any breach of the tenant's obligations under the contract relating to the condition of the allotment. The tenant shall carry out all works necessary to remedy the breach within the time reasonably*

required by the Council (see (iv) above). Should the tenant fail to do so the Council shall remove/prune oversized trees and plants, cut down excessive and seeding weed growth or overgrown grass. Removal/pruning costs will be charged to the tenant and failure to pay will result in the tenancy being terminated.

(vi) From time to time these Conditions of Contract may be subject to change, to keep in line with new legislation and, or, policies, on reasonable notice from the Council.

(vii) The Council is responsible for the following:

- Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.*
- Repairs to site perimeter fences, hedgerows, trees and gates where in the ownership of the Council, water infrastructure and, haulage ways.*
- Removal of rubbish that has been fly-tipped.*
- The cutting of the grass on the main central path.*

(viii) These Terms and Conditions are subject to the Allotments Act 1950

(ix) Tenancies may be taken out in the names of two people.

Allotment Association Membership

In order to promote greater ownership and responsibility on the site it is recommended that the tenant becomes a member of the Allotment Association.

CONDITIONS:

1. The Council shall let to the tenant the Allotment Garden situated at Canada Gardens Allotments, Steyning and referenced as in the Council's Allotment Register ('the Allotment Garden') outlined in red for identification purposes only on the plan attached.

2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st September to 31st August each year unless determined in accordance with the terms of this tenancy.

3. The tenant shall pay a yearly rent of £ whether demanded or not which shall be payable in full by 30th September for the ensuing year. Rents may be increased at any time and will be included in the annual tenancy invoice.

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by (him/herself) and (his/her) family. Extended grass areas must be agreed in writing with the council. Any Allotment Garden that remains un-cropped or, un-planted during any one year shall be considered as non-cultivated.

5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

6. The tenant shall reside within the administrative area of the Parish of Steyning during the tenancy unless with prior agreement of the Council and shall notify the Council immediately of any change of address.

7. During the tenancy, the tenant shall :

- a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
- c) not keep livestock, poultry or bees in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
- d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent; ensure that the tenant's dogs shall be kept on short leads, under control at all times and restricted to the tenant's own Allotment Garden;
- e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
- f) not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission (clauses 20 – 22 below refer), except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission;
- g) not fence the Allotment Garden without first obtaining the Council's written consent;
- h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
- i) trim and keep in decent order all hedges forming part of the Allotment Garden;
- j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- k) ensure that all trees, bushes and hedges do not exceed 2.5metres in height; not fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission; ensure that no new fruit trees are planted without the permission of the Council and that they must not be detrimental to the adjoining allotment holders and should be of dwarf rootstocks (M.27, M.9, M.26 or M106). All new trees must be planned thoughtfully before planting. Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted.
- l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
- m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant (shaded brown for identification purposes only on the plan attached).
- o) not have more than one allotment except by prior agreement with the Council.
- p) not use sunken baths as ponds or for water storage as they are not permitted on health and safety grounds.

- q) not store hazardous materials on the allotment. Use of fuels and hazardous materials should be undertaken with caution and used with the correct safety equipment and due regard for the health and safety of others.
- r) not use chainsaws or barbed wire without the consent of the Council
- s) only use the water taps that are located on the main pathway for the hand irrigation allotments, including hosepipes, and for no other purpose. Hosepipes must not be left unattended and no sprinklers are permitted.
- t) not cause or permit any nuisance to other allotment holders, or residents of adjacent properties, nor light bonfires indiscriminately. Bonfires shall not be lit if the wind is likely to take smoke towards dwellings; must be attended at all times; must be damped and completely extinguished prior to the tenant leaving the plot
- u) not make any undue noise that may disturb neighbouring allotment holders eg: loud radios

8. 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.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice, on or before the 6th April or on or after the 29th September in any year.

11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:

- a. the rent is in arrears for 40 days or;
- b. the tenant undertakes no significant work (no less than 50% cultivation) to the Allotment Garden within the first 3 months of the tenancy or, has not observed the rules referred to in clause 8 or;
- c. the tenant lives outside the administrative area of the Parish of Steyning

12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate 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.

13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

14. The tenancy may be terminated by the tenant by serving on the Council not less than 3 months' written notice to quit or; at any time within the first 3 months of the commencement of the tenancy in which case the council will return the remaining rental pro-rata and less a £10 administration fee.

15. On the termination of the tenancy, the tenant shall leave the Allotment Garden in a good and tidy condition and remove any shed, greenhouse or other building or structure erected in the Allotment Garden and any failure to do so will result in any costs incurred by the Council being charged to the tenant, unless the Council agrees otherwise which shall be confirmed in writing to the tenant.

16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

17. The Council shall not be held liable for loss by accident, fire, theft or damage of any structure, tools, plants or contents on the tenant's allotment nor, injury to the person while working on or, visiting the allotments howsoever caused.

18. The tenant shall not use the Allotment Garden:

- (a) for any illegal purpose;
- (b) in a way that would vitiate the Landlord's insurance of the site; nor
- (c) in a manner that interferes with any right subject to which this agreement is granted.

ALLOTMENT GARDEN STRUCTURES

19. Any structure erected on an Allotment Garden used for storage must be for the tenant's personal use and only for materials used in the cultivation of the tenant's Allotment Garden and must not exceed a size of 3m x 2m x 2.13m high (9 x 6 x 7ft high) and shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with and blend with the natural environment ie: Brown or Green. Any poly-tunnel erected on an Allotment Garden must not exceed 3 x 2.4m (10 x 8ft) (with the exception of existing poly-tunnels as at 1st May 2014)".

20. All structures on the Allotment Garden must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure the tenant will be advised by the Council to repair it to its satisfaction or remove the structure within 6 months of instruction to do so. If the structure is not removed, the Council may remove it and charge the tenant the full cost of removal and disposal.

21. All sheds and other structures including decking and compost heaps must be sited 1.5 metres from the fence and/or, hedgerow to allow for maintenance of the fence and/or, hedgerow. At the request of the Council and giving 6 month's notice, any structure not 1.5 metres from the fence and/or hedgerow will be moved by the Council and charge the tenant the full cost of moving it and shall not be held liable for any damage or, destruction of the structure howsoever caused.

22. Tenants may not sleep in any structure on the Allotment Garden overnight nor anywhere on the allotments site.

VEHICLE ACCESS

23. Motor vehicles are allowed on the Allotment Gardens' site for deliveries/collections only but limited to and by way of the main access paths, except when ruts, or damage to the paths would occur

due to soft (wet) ground conditions and without hindrance to other allotment holders. The cost of any damage howsoever caused by vehicles shall be met by the person responsible for the damage.

24. No motor vehicles may be parked blocking any access point or, parked overnight or deposited on the Allotment Garden or, site. Caravans, live-in vehicles, tents and other temporary structures, as well as overnight camping are not permitted on any Allotment Garden or, allotment land.

HEDGE MAINTENANCE AND FENCING

25. The Council retains the right to carry out any work it considers reasonably necessary, from time to time on the allotment site, on the maintenance of the trees and hedgerows that abut a boundary or, road or, vehicular haulage way and, to repair or, install replacement or, new fencing and gates on any boundary.

COMPLAINTS

26. Any disputes, damage or intimidation occurring at the allotment sites between allotment holders must be reported to, and dealt with by the Council. The Council's decision is final.

27. All complaints should be addressed to the Council at the address above for the attention of the Clerk.

Signed by

.....

The tenant
and

John Fullbrook
Clerk to Steyning Parish Council
For and on behalf of the Council