

STEYNING PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

THIS TENANCY AGREEMENT made on the 20 between Steyning Parish Council

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

And

Of (‘the Tenant’)

concerning the use of an Allotment Plot known as Allotment Plot No:.....(The Allotment Plot) in theallotments (“the Site”) referenced as Allotment Plot number *(complete)* in the Council’s Allotment Register and which is outlined in red for identification purposes only on the plan attached and is hereafter referred to as “the Plot.”

by which it is agreed that:

General Conditions and Definitions:

- 1 Steyning Parish Council is hereinafter referred to as “the Council” and includes any working party, any committee or, officer 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
- 2 This tenancy is subject to the Allotments Act 1950 as amended
- 3 The Council reserves the right to enter a plot 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. The Tenant shall carry out all works necessary to remedy any breach within the time reasonably required by the Council. Should the Tenant fail to do so the Council may remove/prune oversized trees and plants and cut down excessive 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.
- 4 Any authorised officer or representative of the Council has the right to refuse admittance to the allotment to any person other than the Tenant. The Tenant is at all times responsible for anyone that they invite onto the allotment.
- 5 From time to time these Conditions of Contract may be subject to change on reasonable notice from the Council.
- 6 Tenancies may be taken out in the names of two people.

Allotment Association

- 7 It is recommended that the Tenant becomes a member of the Allotment Association.

The Letting

8. The Council shall let the plot to the Tenant for a term of one year expiring on 31st August and thereafter from year to year unless terminated in accordance with the terms of this tenancy.
9. The Tenant shall pay on the commencement hereof a yearly rent of £ tbc (and pro rata for any tenancy granted in a part-year) and thereafter in subsequent years whether demanded or not by 30th September for the ensuing year. The rent may be increased on not less than one month's notice given prior to the rent due day and will be included in the annual tenancy invoice. **{The payment of Rent details are yet to be determined }**

The Obligations

10. The Tenant will observe and perform all the obligations in this tenancy agreement including all the regulations. The current regulations are set out in Appendix 1 hereto.
11. The regulations may be amended by the Council at any time on reasonable notice to the Tenant which the Council will give by email or by display on the Site notice board or by post or by any other means it may in its absolute discretion think fit. If the Tenant does not wish to comply with any such amendment, then the Tenant may surrender the tenancy without financial penalty provided the Tenant is in compliance with all other obligations under the tenancy.
12. 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 which abut a boundary or road or any vehicular haulage way and to repair or install replacement or new fencing and gates on any boundary.

Complaints

13. 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.
14. All complaints should be addressed to the Council at the address above for the attention of the Clerk.

Termination

15. The tenancy may be terminated by the Council serving on the Tenant not less than twelve months' written notice expiring on or before 6th April or expiring on or before 29th September in any year.
16. The tenancy may also be terminated by the Council serving not less than one month's written notice on the Tenant if:
 - a. the rent is in arrears for 40 days;
 - b. the Tenant undertakes no significant work (no less than 50% cultivation) to the Plot within the first 3 months of the tenancy;
 - c. The Tenant has not observed or has breached any of the Conditions or Regulations;
or
 - d. the Tenant does not reside within the administrative area of the Parish of Steyning

17. Serious breaches of the tenancy conditions or regulations may result in the tenancy being forfeited without notice. Serious breaches potentially justifying immediate termination are those marked with an *. Breaches of other regulations will usually result in a written warning for a first breach and termination by notice if repeated or persisted in.
18. If the Tenant shall have been in breach of any of the foregoing clauses, the Council may re-enter the Plot 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.
19. The tenancy may be terminated by the Tenant 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 £30 administration fee.
20. On the termination of the tenancy, the Tenant shall leave the Plot in a good and tidy condition and shall remove any shed, greenhouse or other building or structure erected on the Plot, unless its continued presence is agreed in writing by the Council, and any failure to do so will result in any costs incurred by the Council being charged to the Tenant.

Notices

21. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the Tenant's last known address. Any notice to be served by the Tenant shall be sent by registered post or delivered to the Council's Clerk at the Council's address as given above.

Exclusion of Liability

22. 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 plot nor, injury to the person while working on or, visiting the Site howsoever caused.
23. The Council will not be held responsible for any loss or damage resulting from any interruption of the water supply or any inadequacies in it.

Appendix 1 – Allotment Regulations

NB These regulations may be amended from time to time by the Council in accordance with clause 4 of the tenancy agreement.

Breach may result in one month's notice of termination being given or in serious breaches the tenancy may be terminated without notice.

Serious breaches potentially justifying immediate termination are those marked with an *.

Breaches of other regulations will usually result in a written warning for a first breach and termination by notice if repeated or persisted in.

The Tenant shall:-

1. Not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, or disability,*
2. Not cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property or the plot will be grounds for immediate termination of tenancy and possible prosecution.*
- ~~3. Because the site is in the South Downs National Park the Council and Tenants must have due regard to the purposes of the SDNP which are:
i. To conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park
ii. To promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public.
And if it appears that there is a conflict between those purposes it is necessary for the Council and the Tenant to attach greater weight to the purpose of conserving and enhancing the natural beauty, wildlife and cultural heritage of the area~~
4. Ensure the Tenant does not interfere with the bio-diversity of the SDNP and that wherever practicable great weight must be given to conservation of the natural environment particularly, e.g. between 1st March - 31st August, do not prune trees or cut hedges that may provide nesting sites for birds
5. Carpets or underlay must not be brought to the Site for weed suppression or any other purpose.
6. Cultivate by regularly digging or rotavating, mulching, pruning, weeding and generally engaging in the growth of produce on not less than 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.

- ~~7. Use the Allotment Garden only for the cultivation of fruit, vegetables, flowers and production of livestock or eggs for use and consumption by (him/herself) and (his/her) family.~~
- ~~8. Not sell or undertake a business in respect of the cultivation and production of fruit, vegetable, flowers livestock or eggs on the Plot. Reasonable amounts of excess may be sold.~~
7. Use the Allotment Garden only for the cultivation of fruit, vegetables, flowers and production of permitted livestock or eggs and not to sell or undertake a business in respect of the cultivated produce of the plot. Reasonable amounts of the of excess may be sold'.
9. 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.*
10. Keep the Plot clean and in a good state of fertility and cultivation;
11. Not keep livestock, poultry or bees on the Plot other than reasonable numbers of hens or rabbits with the Council being sole arbiter of what is reasonable;
12. Not bring to or keep animals on the Plot except those referred to in 17 above without first obtaining the Council's written consent and ensure that the Tenant's and visitor's dogs (if any) shall be kept on short leads, under control at all times and restricted to the Tenant's own Plot and with any faeces being bagged and removed from the Site;
13. Not assign the tenancy nor sub-let or part with the possession of any part of the Plot.
14. Not erect a shed, greenhouse or other building or structure on the Plot without first obtaining the Council's written consent and if appropriate planning permission except for buildings or structures which are reasonably necessary for the keeping of hens or rabbits referred to in (17);
- 15 Plot holders may temporary (i.e no use of concrete) fence their plots to prevent wild life privation but must first obtain the councils written consent'
- ~~16 Canes and narrow posts should be capped to avoid eye injury an upturned plastic water bottle will do. Short metal posts should not be used they may cause the Tenant or a visitor who trips to be impaled.~~
- 17 Maintain and keep in repair any fences and gates forming part of the Plot.
- 18 Trim and keep in reasonable order any hedges forming part of the Plot but not to undertake any work on the site boundary hedges or tress. The Rublees hedge is a protected hedgerow subject to a specific regime.
- 19 -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;

20 Ensure that all trees, bushes and hedges on the plot do not exceed 2.5metres in height but not to fell or prune or otherwise interfere with any tree growing outside the Plot without first obtaining the Council's written consent*;

~~21 Be responsible for ensuring that any person present in the Site with or without the tenant's permission does not suffer personal injury or damage to his property;*~~

22 Permit an inspection of the Allotment Garden at all reasonable times by the Council.

23 The Tenant must maintain and mow the access paths alongside their Plot (not the main haulage path) and ensure that paths are not obstructed at any time and must not put stones etc. on paths as these may fly up when strimmed. The Tenant must not use weed killer or put wood chippings or carpet on grass paths. . Any drainage ditches dug alongside paths should be kept clear of long grass and made visible to people using the paths.

24 Not have more than one allotment except by prior agreement with the Council.*

~~25 Not use sunken baths as ponds or for water storage as they are not permitted on health and safety grounds. Ponds must be located away from paths, should be shallow enough to enable non pond life to get out or provide pond ladder and surrounded by material (plants/adequate fencing etc.) to offer the least possibility of accidents. A sunken bath or similar is dangerous and must not be used.~~

~~26 Horse manure and other manures must be composted for at least six months to avoid contamination of the soil by veterinary products~~

27 The Tenant must keep all chemicals in their original labelled containers and follow the instructions carefully. Chemicals must be stored by the Tenant in a safe place out of the reach of children. Only chemicals currently lawfully on retail sale for domestic gardening are permitted for storage on the Site or use by the Tenant. If the Tenant is storing a chemical which is unlawful for garden use they must consult the Council concerning safe disposal. The Health and Safety Executive has a website which the Tenant must check to ensure that any chemical brought to the Site by or on behalf of the Tenant can be lawfully stored or used * <https://secure.pesticides.gov.uk/garden/prodsearch.asp>

~~Vermin control other than by deterrent fencing must only be undertaken by the Council, i.e. no poisons, traps or shooting arranged by or on behalf of the Tenant are permitted. *~~

28 Not store hazardous materials on Site. Use of fuels and hazardous materials should be undertaken with caution and used with the correct safety equipment and with due regard for the health and safety of others. *

a) Petrol must not be stored on site. If the Tenant uses LPG gas to boil water, spare cylinders must not be kept in the same area. If the Tenant has a paraffin greenhouse heater inflammable materials must be kept by the Tenant well separated

- b) The Tenant must wrap broken glass in newspaper or similar and dispose of it and other hazards, e.g. scrap metal, safely away from the Site. Note that the Council provides an annual skip facility intended to aid such disposal
- c) Asbestos cement can be made safe by first thoroughly wetting it and, using gloves, wrapping it in plastic, avoiding any further breakage. The Tenant must seal, label and store any such material on the Plot where it is unlikely to be disturbed. The Tenant must report it to the Council so that collection can be arranged. The Tenant must never bury asbestos cement or dispose of it anywhere on the site.

29 Not use chainsaws or barbed wire without the written consent of the Council

Before using a power tool, the tenant must ensure they are familiar with the instructions and must use the recommended safety wear. ~~Remember that a strimmer/brush cutter can~~

~~throw a stone 15 metres, or over 3 plots or more. Whilst operating equipment, particularly on or adjacent to paths, the Tenant should be aware that others may walk up behind. The tenant must not leave on any path any tools or other materials which could be a trip hazard. The Tenant must ensure that blades are sheathed or stored in a safe place when not in use. The Tenant should lay rakes on the ground point side down.~~

30 The Tenant must assist in the conservation of water and must exercise economy by

- a) Using a watering can whenever reasonably practicable
- b) Not using any hose unattended; it must be hand-held
- c) Detaching from the tap any hose not in active use;
- d) Not using automatic sprinklers or soakers; and
- e) Complying with any Drought Order or similar restrictions.

31 Not cause or permit any nuisance to other allotment holders, or residents of adjacent properties*.

32 Not make any undue noise that may disturb neighbouring allotment holders eg: loud radios

33 Bonfires are prohibited. ~~Until further notice incinerators, with lids/funnel, may be used.~~ Waste material which cannot be composted must be removed safely from the Site by the Tenant. The Council will at least annually provide a skip to facilitate the removal of waste material ~~and have the annual bonfire.~~

34 ~~Not smoke or vape on the Site~~

35 ~~Not use the Allotment Garden for any illegal or immoral purpose; *~~

36 ~~Not use the Plot in a way that would vitiate the Landlord's insurance of the site*~~

37 Only enter the Site between dawn and dusk and in particular not sleep overnight on the Site

38 Any structure erected on the Plot must be for the Tenant's personal use and only for materials used in the cultivation of the Plot 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 i.e: brown or green. Any poly-tunnel erected on the Plot must not exceed 3 x 2.4m (10 x 8ft) (with the exception of existing poly-tunnels as at 1st May 2014).

- 39 All structures on the Plot must be temporary and maintained in safe 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 the Council's 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.
- 40 All replacement or new sheds and other structures including decking and compost heaps must henceforth be sited not less than 1.5 meters from the fence and/or, hedgerow to allow for maintenance of the fence and/or, hedgerow. At the request of the Council by giving 6 month's notice, any structure at least 1.5 meters from the fence and/or hedgerow may be moved by the Council which may charge the Tenant the full cost of moving it and shall not be held liable for any damage to or the destruction of the structure howsoever caused.
- 41 Motor vehicles are allowed on the Site for deliveries/collections only but limited to and by way of the main access paths, and without hindrance to other allotment holders. The cost of any damage ~~howsoever~~ caused by vehicles shall be met by the Plot holder who invited the vehicle onto the site or the vehicle owner. ~~at the council's degression.~~
- 42 No motor vehicles may be parked blocking any access point or, parked overnight or deposited on the Site. Caravans, live-in vehicles, tents and other temporary structures, as well as overnight camping are not permitted on any part of the Site

Signed by

.....
The tenant
and

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