Allotment tenancy agreement (Office copy)
Terms and conditions of allotment tenancies between Stockingstone Road Allotment Association (on behalf of Luton Council) and plotholder

Site: Stockingstone Road Allotment Association

Plot number:

Plot size:

Rent per pole £:

Key deposit £:

Public Liability Insurance £:

This agreement between

(“Stockingstone Road Allotment Association”)

(“The SRAA”)

(1)

Of Stockingstone Road Leisure Gardens LU2 7NG (Mail deliveries to LBC, Wardown Park Offices, Old Bedford Road, Luton, LU2 7HA)

Signature: Date:

And

(1)

Of

(“the Tenant”)

Signature: Date:

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Allotment tenancy agreement (Plot holder copy)
Terms and conditions of allotment tenancies between Stockingstone Road Allotment Association (on behalf of Luton Council) and plotholder

Site: Stockingstone Road Allotment Association

Plot number:

Plot size:

Rent per pole £:

Key deposit £:

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This agreement between

(“Stockingstone Road Allotment Association”)

(“The SRAA”)

(1)

Of Stockingstone Road Leisure Gardens LU2 7NG (Mail deliveries to LBC, Wardown Park Offices, Old Bedford Road, Luton, LU2 7HA)

Signature: Date:

And

(1)

Of

(“the Tenant”)

Signature: Date:

Now it is agreed as follows

1. Interpretation

1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.

1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

2.1. The Council agrees to let ("the Allotment Garden") number ..... of the minimum size of ..... pole to the tenant.

3. Tenancy and rent

3.1. The Allotment Garden shall be held on a yearly tenancy from 1 April at an initial annual rent of £..... which is payable to the Council by the Tenant on the first day of October each year ("the Rent Day").

3.2. Notice of any rent annual increase will be given by the Council to the Tenant giving a minimum 6 months by means The Councils web site.

3.3. Water supply shall be included in the rental charge.

3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the year's rent.

3.5. In the event the tenancy is terminated, the Tenant shall not be entitled to a refund of rent as the cost of administering a refund is likely to be greater than the value of the refund.

3.6. The rent due is for all or part of the year and shall not be apportioned if the Tenancy does not start on 1 April.

3.7. Any administrative fee charged, to supply keys for example is a one-off fee that is refundable on return of key at end of tenancy. The cost of replacing lost keys is rechargeable.

4. Cultivation and Use

4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

4.2. The Tenant may not carry on any trade or business from the Allotment Site.

4.3. The Tenant shall have the plot cleared a month after the start of the tenancy, at least ¼ of the Allotment Garden under cultivation of crops after three months and at all of the Allotment Garden under cultivation of crops after 12 months and thereafter.

4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths, sheds etc is 20%.

5. Prohibition on Underletting

5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the SRAA to be informed of the other person's name.)

6. Behaviour

6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

6.2. The Tenant must comply with the conditions of use attached as Schedule 1.

6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times. This applies to The Tenant and any person accompanying or let onto the site by The Tenant.

6.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

6.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

6.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

6.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

6.8. Failure by the Tenant to observe any of the above clauses 6.1 to 6.7 inclusive and any other unacceptable behaviour will result in the Tenancy of the plot being terminated by The Council.

6.9. Any serious incidents must be reported to the Council immediately by the Tenant. The Council reserves the right to take action as appropriate including suspending access into the allotment grounds for any given period or by terminating the relevant Tenancy Agreement.

7. Termination of Tenancy

7.1. The tenancy may be determined by the Council in any of the following cases:-

7.1.1. by re-entry after 28 days notice served on the Tenant if the rent is in arrears for not less than forty days.

7.1.2. by 28 days notice served on the Tenant at any time after the date of commencement of the tenancy if the Tenant is not duly observing the rules

affecting the said Allotment Garden or any other term or condition set out herein and on the part of the Tenant to be performed or observed.

7.1.3. by re-entry after three months previous notice in writing given by the Council to the Tenant if the whole or part of the Allotment Garden is required for building, mining or any industrial purpose or for roads or sewers required in connection with any of these purposes.

7.1.4. by re-entry in the case of the whole or part of the Allotment Garden being required by the Council for any purpose (not being the use of the land for agriculture) for which it was acquired or held by the Council or has been appropriated under any statutory provision provided that except in case of emergency the Council shall give to the Tenant not less than three months written notice of the intended re-entry.

7.2. In the event of the termination of the tenancy the Tenant shall return to the SRAA all property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950). This includes supplying replacement keys for every plotholder on the site, not just for the terminated plot. This is on the basis that the entire site's security is compromised if a key is not returned.

8. Change of Address

8.1. The Tenant must immediately inform the SRAA of any change of Address or contact details. Primary contact by The Council to the Tenant will be via email in the first instance so the email address supplied to The Council by the Tenant must be kept up to date.

9. Notices

9.1. Any notice given under this agreement must be in writing. A notice sent by email is sufficient for this purpose providing a copy of the email is kept. Otherwise a written notice will be delivered by hand or sent by registered post or recorded delivery on the same day.

9.2. Any notice served on the Tenant should be sent to his last email address. Any address served on The Council should be sent to the address given in this agreement.

9.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

9.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Schedule 1

Conditions of Use

1. Trees

1.1. The Tenant shall not without the written consent of The Council cut or prune any trees.

1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

2. Hedges and paths

2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.

2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

2.3. All paths must be kept a minimum of 45 centimetres wide.

3. Security

3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot on payment of a fee. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.

3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.3. The main access gates shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gates are locked at all times after you enter and after you leave the Allotment Site.

4. Inspection

4.1. Any Officer or other person authorised by the Council shall be entitled at any time to enter and inspect the Allotment Garden.

5. Water/hoses/fires/cooking of food

5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

5.2. The tenant shall not irrigate an allotment garden by the means of sprinkler, perforated hose or unattended irrigation system

5.3. The tenant shall not set light to any rubbish or debris either resulting from the cultivation of the plot or from any other source anywhere within the Allotment Site. Bonfires and garden incinerators are forbidden.

5.4. The tenant may use a small cooking appliance such as a gas camping stove with an on/off switch to make hot drinks and prepare small meals. Cooking appliances fuelled by solid fuels such as charcoal and wood are not allowed due to the risk of sparks flying and the need to douse the fuel with water to shut the appliance off.

6. Dogs

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock and Storage

7.1. The Tenant shall not keep fowls, pigs, bees or other animals or birds nor use the Allotment Garden.

7.2. The Tenant shall not use the Allotment Garden for storage of any materials or items unless they are directly related to the cultivation of the Allotment Garden such as gardening tools or membrane material to keep back weeds.

8. Buildings and Structures and Site Infrastructure

8.1. Not erect any buildings, sheds, greenhouses, polythene tunnels or fruit cages on the allotment garden without prior written consent of the Council under the hand of the Parks and Cemeteries Manager. The total area of a shed or sheds shall not exceed $8m^2$ or be higher than 2.4m from the ground level to the highest point of the roof or exceed clause 4.4.

8.2. Not damage any buildings roads paths fences pipes wires or cables or things ancillary thereto now or hereafter erected or constructed in on under or over the site of the Allotment Garden.

8.3. 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 use with garden equipment only.

8.4. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden. It is the responsibility of The Tenant to find contents insurance for any of his property stored on the Allotment Garden.

8.5. The Tenant will maintain the plot number provided by the SRAA in good order and ensure it is visible at all times.

9. Waste Materials/Rubbish

9.1. The Tenant shall not nor allow other persons to bring any waste onto the allotment site or the Allotment Garden at any time, even for the purpose of disposing of it at a later date. Compost or manure in sufficient quantity for the purpose of improving the Allotment Garden is permitted.

9.2. Green waste (defined as plant material or soil from the Allotment Garden) will be generated as part of cultivating an allotment. All such waste should be composted

within the boundary of the Allotment Garden let to The Tenant. The Council is not obliged to provide a communal compost area at the site.

9.3. The Tenant must cover any manure on the Allotment Garden which has not been dug in.

9.4. All non-compostable waste shall be removed from the Allotment Site by the Tenant.

10. Carpet/floor covering

10.1. The tenant shall not cover any part of an allotment garden with carpet/floor covering for the purpose of preventing weed growth. Instead an approved membrane that is bio-degradeable and permits water permeation must be used.

11. Chemicals, Pests, Diseases and Vermin

11.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

11.2. When using any sprays or fertilisers the Tenant must

11.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur

11.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests

11.2.3. comply at all times with current regulations on the use of such sprays and fertiliser. 11.3.The use and storage of chemicals must be in compliance with all relevant legislation.

11.3. Any incidence of vermin (rats) on the Allotment Site must be reported to the SRAA.

12. Notice of Updates or Change of Conditions of Tenancy

12.1. All updates, such as a rent increase or amendment of tenancy conditions shall be displayed on the Council's website under the allotments section, which is within the leisure and culture sub heading of the site at time of writing. Any increase in rent shall be subject to six months notice in accordance with the Allotment Act 1922. Allotment rents are determined by the Council for the start of the financial year on 1 April each year. Therefore the new rent shall fall due on 1st October.

13. Car Parking

13.1. The Council is not obliged to provide car parking for every tenant at the site.

13.2. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the agreed areas for parking and must not obstruct haulage ways.