

Chilton Town Council

Allotment Garden Tenancy Agreement

APRIL 2019

An agreement made on 1ST APRIL 2019.....(Date)

between Chilton Town Council (hereinafter called “the Council”)

and.....(First Tenant)

of.....(Address)

and.....(Joint Tenant)

of.....(Address)

Who is a relative or Civil Partner of the First Tenant(s) (hereinafter called the “Tenant(s)”).
The Tenant confirms that they are over the age of 18 and reside within the Parish of Chilton.

Whereby the council agree to let and the tenant(s) agrees to take on a yearly

tenancy commencing 1ST APRIL 2019.....(Date)

for the Allotment Garden.....(Plot Number)

at HAMBLETON WAY PROSPECT TCE WEST CHILTON TCE (site)

at the yearly rental of **£25.00**

Rent and water charges will be reviewed annually, all fees are applied as of 1st April each year.

This year water is **£5** fixed per allotment per year. Excess water usage will result in immediate disconnection until rectified and could result in extra charges to allotment holders on that site.

The Tenancy is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

1. The Tenant(s) shall use the Allotment Garden as an Allotment Garden only (that is to say wholly for the production of garden flowers, permitted animals, vegetable or fruit crops for consumption by the tenant(s) and her/his family) and for no other purpose.
2. The Tenant(s) shall keep the Allotment soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation (at least two thirds of the total area).
3. The tenant(s) shall keep the Allotment soil fertile and in good condition.
4. The Tenant(s) shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.

4b. Persons cannot harass any people regarding rats. Rat control killing is a personal

choice.

5. The Tenant(s) shall not be underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
6. The Tenant(s) shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
7. The tenant(s) shall not use synthetic carpet as weed suppressant.
8. The Tenant(s) shall not keep any livestock on the Allotment Garden except for rabbits and hens (except for the additional animal(s) notified to the council, on the date of the signing of this annual tenancy agreement).....
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.....
9. The Tenant(s) shall keep every hedge that forms part of the inner boundary of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed, maintained, and keep in repair all fences, gates and sheds on the Allotment Garden. Internal fences must not exceed a height of 1 metre solid structure with no more than 1 additional metre of see through mesh.
10. The Tenant(s) shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Garden.
11. The Tenant(s) shall not without the written consent of the Council erect any building or structure on the Allotment Garden or cause to be parked thereon any vehicle, caravan, or mobile home except as permitted by section 12 of the Allotment Act 1950.
12. The Tenant(s) shall be responsible for the removal of any building or structure on or before the termination of the tenancy.
13. Any buildings or structures erected without the Council's permission will amount to a breach of this tenancy agreement and notice to quit may be issued.
14. Any duly authorised representative of the Council shall be entitled at any time upon reasonable notice to enter and inspect the Allotment Garden.
15. The Tenant(s) shall not lock any access gate between allotment gardens without the prior written permission of the council to whom a copy of the key should be provided.
16. All shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant(s) unless otherwise expressly provided for by the council.
17. No trees other than fruit trees & shrubs shall be grown on the Allotment Garden. No leylandi to be planted.
18. The Tenant(s) shall not use any water supply, which may be made available for use by the Tenant(s) of allotment gardens, other than for filling butts and containers, prior to distributing their contents on the Allotment Garden. All sheds and poly-tunnels will be fitted with appropriate guttering to allow for water collection.
19. The Tenant(s) accepts that water is an expensive commodity and agrees that they will not leave sprinklers or hose pipes unattended. If the tenant wilfully wastes water this could result in notice to quit being issued against the tenant.

20. The Tenant(s) shall not use the Allotment Garden for residential purposes.
21. The Tenant(s) shall not operate or allow to be operated by any person any trade or business on the allotment garden.
22. The Tenant(s) will not burn anything on the allotment save for horticultural waste only between 1st October and 31st March, with due regard to the prevailing wind direction and with due consideration to neighbouring gardens and properties. Burning of such waste is only permitted if it is within an appropriate container approved by the Town Council. All risks associated with any such fire are borne by the allotment holder.

(Please note the burning of plastics, roofing felt, tyres etc contravenes the Environment Protection Act 1990 and will amount to a breach of this tenancy agreement and notice to quit will be issued).
23. Where the expression “the Tenant(s)” consists of more than one person the obligations on such persons shall be joint and several.
24. A mutually agreed swap of allotment tenancies by 2 bona fide allotments may take place subject to Town Council approval.
25. The tenancy of the Allotment Garden shall terminate on the yearly rent day, after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. In the event of the unfortunate death of the tenant, in the case of a joint tenancy situation, the surviving joint tenant shall retain the tenancy until the yearly rent day. Joint Tenancy's will only be accepted where there is a family relationship or lawfully recognised partnership. All other applications for a joint tenancy will be considered at the discretion of the Town Council on written application to the Town Council.
26. In the following circumstances the allotment tenancy may be determined by the Council by re-entry after one month's written notice to quit being given to the tenant(s).
 - a. If the rent is in arrear for not less than 40 days OR
 - b. If the Tenant(s) is not duly observing the conditions of his/her tenancy.
 - c. In the event of the tenant, wishing to appeal against any notice to quit issued under paragraph 26a or 26b of this tenancy agreement, the tenant must, within 21 days of receipt of the notice to quit, give written notice to the Town Clerk setting out their intention to appeal and their written grounds of appeal. The matter will then be considered by the Council's Appeals Committee.
27. The tenancy may also be terminated by the Town Council or the Tenant(s) by 12 months previous notice in writing expiring on or before 1st day of April or on or after 29th day of September in any year.
28. Should the Tenant(s) wish to terminate this tenancy then 1 month's written notice to the Council is required.
29. All keys supplied allowing access to any of the Town Council's Allotment sites and water standpipes **must** be returned on termination of the Allotment agreement.
30. Any costs incurred by Chilton Town Council to gain access or to remove rubbish including sheds/greenhouses etc from the end of an Allotment agreement will be passed onto the exiting tenant.
31. All water supplies to all Allotment sites will be turned off from **1st October to the 1st**

March. Water **MUST NOT** be used during this time anyone caught will have their allotment agreement terminated.

32. No **FURTHER** water Taps/Connections are permitted to be installed on any allotment. Any persons in breach of this will have their Allotment Agreement terminated.

33. Any tenant caught tampering with water supplies will have their allotment agreement terminated.

34. All children under 18 must be accompanied on allotment site at all times.

35. No dog walking down allotment tracks. All allotment holders with dogs are responsible for pet waste.

Signed.....
1st joint tenant

Signed.....
2nd joint tenant

Date.....

Date.....

Signed and witnessed for/on behalf of Chilton Town Council

.....

.....

Signature

Date

CONTACT DETAILS

Title:..... First Name:..... Surname:.....

Address:.....

Post Code:.....

Telephone No:..... Mobile No:.....

E-mail:.....

Title:..... First Name:..... Surname:.....

Address:.....

Post Code:.....

Telephone No:..... Mobile No:.....

E-mail:.....