



STAPLEFORD TOWN COUNCIL – ALLOTMENTS TENANCY AGREEMENT

This document is an Agreement between Stapleford Town Council (the Council) and **John Smith** (the Tenant) of **The Road, Stapleford, NG9** .

The Council agrees to let, and the tenant agrees to hire, as a yearly tenant, the allotment Plot No(s) **0** for the rent of £ ?0.00, payable yearly in advance. The tenant shall be required to pay a deposit of £75.00.

You must complete and sign the “Allotment Tenancy Agreement Signature” section and check the personal details are correct. The completed and signed page must be returned to the Clerk. Please retain the rest of the agreement for your reference.

The Tenancy is subject to the following terms and conditions:

1. The rent for the allotment hire will be payable in advance annually, by 1 January each year. The Council reserves the right to review the rent annually and the terms and conditions as necessary.
2. The Council shall let the Allotment to the tenant for a term of one year, the period shall commence from the 1st day of January 2022 (or part thereof) and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. 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
 - b. the tenant lives more than five miles outside the Parish of the Council
4. The Council reserves the right to decide on the overall management and maintenance of the site without prior consultation or agreement of the allotment holders.
5. The Tenant shall use the Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc to other Tenants.
6. The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the allotment garden.
7. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any Officer of the Council.
8. **Access and Security of the Allotment Site**
 - a. The allotment site is confined within a fence to prevent unauthorised access to persons and vehicles. The fence provides a level of security assurance to the property of all allotment tenants and to the residents of adjoining residents / properties and facilities.
 - b. Access to the Allotments is afforded by gates. The gates are secured by padlocks.
 - c. Keys to the padlocks are available for a deposit of £20.00 from the Town Clerk’s office.
 - d. Allotment holders are required that on leaving the site they lock the allotment gates. This helps to deter vandals/thieves. Allotment holders, or their guests, found not to be locking the gate will be in breach of this agreement.

- e. In the event that any loss or theft from the allotments or surrounding properties is, upon police investigation, connected to a tenant having allowed unescorted access by failing to lock the gate, the tenant will be considered to be in breach of this agreement.

March 2021

9. The Tenant shall keep the allotment garden paths and allotment garden surroundings on, and immediately adjoining, their allotment garden clean and kept free from weeds. The allotment shall be kept in a good condition and in a proper state of cultivation; the soil must be kept in good heart. If plots are not worked, or there is a breach of this agreement, the council reserves the right to terminate the tenancy, and the decision of the Council will be final. Any allotment holder whose agreement is terminated and does not remove all belongings and rubbish, may be invoiced for any work incurred to enable the plot to be re-let.
10. The Tenant shall not cause or permit any obstruction, deposit any refuse or encroachment to the occupier of any other land, path or roadway belonging to the Council, adjoining owners, occupiers or the general public. Nor erect any fence, wire (including barbed or razor wire) to any adjoining path set out for use of occupiers of the allotment gardens.
11. The Tenant shall cultivate at least one-third (33%) of the Allotment Garden for the production of soft fruit, vegetables and flowers within the first two years and cultivate at least two-thirds (66%) of the plot within 4 years.
12. The Tenant shall not cause or permit to any occupier, adjoining owners or general public any nuisance or annoyance.
13. Allotment holders who voluntarily vacate their plot will be expected to leave it in a clean and tidy condition. The Council reserves the right to invoice the plot holder for any work incurred to enable the plot to be re-let.
14. Allotment holders vacating allotments during any financial year will, only in exceptional circumstances and at the discretion of the Council receive a refund (pro-rata) of the fees paid for the year. Deposits will not be returned if the Allotment holder fails to honour this agreement.
15. Any allotment holders whose agreement is terminated by the Council will **NOT** be eligible for a refund.
16. Any plot holder who behaves in an unreasonable manner towards Town Councillors, Town Council Staff, members of the general public or other plot holders may not have their tenancies renewed in the next financial year.
17. **Water Supply**
 - a. The water supply is limited to seasonal automatic filling of the communal water butts. (Summer and Autumn months only) Tenants are not to disconnect or otherwise interfere with the water system.
 - b. Any issues are to be reported to the Council and the water butt can be turned off till repairs can be effected.
 - c. This system is subject to normal domestic billing procedure by the Local Water Company and all reasonable costs will be met by the Council through the Allotment Account.
 - d. The use/amount of water will be monitored by the Council and excessive costs will be recovered equally from all tenants at the annual billing. Any tenant whom the Council considers to be using excessive quantities of water, or is seen to consistently monopolise the water supply to the detriment of other tenants will be issued with a warning.

18. Allotment holders are not permitted to make excessive noise or disturb neighbours at any time. The playing of music is not permitted in a public area. Activity on the site should be restricted to the hours of daylight. Any reported disturbance may lead to restrictions on access for allotment holders.
19. Allotment holders are to preserve all existing timber and timber like trees and not to cut, lop, top, drive nails into or otherwise injure any timber or timber like trees or permit them to be cut, lopped or injured in any way
20. Allotment holders may be required to contribute to general upkeep of roads, paths, drains, ditches, hedges and scouring of drains and culverts.
21. Allotment plots are primarily designed for recreational and hobby purposes. For this reason, individuals applying for plots will be allowed to rent no more than two plots, except at the discretion of the Council. Should there be a waiting list of potential hirers, Parishioners of the Council will have first option from the waiting list and plots will be offered in order of date of application.
22. The Council is not obliged to offer additional plots to an existing Tenant for so long as there are applicants on the waiting list referred to above.
23. There are rights reserved to the Landlord
 - a. all mines, minerals, stone, gravel and sand and underground substances of every kind, with right of entry to get and work them, making reasonable compensation for all damage done;
 - b. all timber and other trees, pollards, saplings and underwood, but not the fruit of trees, with right of entry with workmen, animals and vehicles to mark them, cut them and carry them away, making reasonable compensation for all damage done; and
 - c. subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906, all game, ground or otherwise, with exclusive right for the Landlord and all persons authorised by him to enter for the purpose of preserving the game and for hunting and shooting
 - d. **No bonfires may be lit at the allotment site at any time.** The lighting of bonfires impacts local residents, risk to constructions and crops. Tenants or their guests must not light fires or use incendiary devices.
24. No petrol, solvents (and solvent based products), fuel, gas and similar sources of combustion are to be left on site unattended. This includes fuel in the tank of powered tools.
25. No firearms shall be discharged for whatever reason on the allotment sites and also no traps are to be set for any reason.
26. Vehicular access by tenants is limited to Cycles. Motor Cycles, Motability Scooters and Saloon/Estate/4x4 cars/SUVs. Due to the fragility of the roadway and limited manoeuvring space, Commercial vehicles which do not fit the description given above are forbidden. Tenants may request exceptions occasional exceptions to this rule for deliveries only and they will only take place once acceptance has been confirmed in writing.
27. Cars should only be parked in the car parks or at an agreed location as determined by the Council. The Council accepts **NO RESPONSIBILITY WHATSOEVER** for damage to individuals or their vehicles using any part of the allotment site. The tracks adjacent to the allotments may only be used for loading and unloading, but must be kept clear for emergency and Council vehicles at all times i.e: **NO PARKING except while on-site at your allotment.**
28. Allotments are **NOT** to be used for the storage or repair of any vehicles, or storage of any materials/items not relevant to allotment activity. The Council reserves the right to remove such items without notice and charge the Tenant the cost of said removal.
29. **Buildings:** Consent must be sought for any construction from the Council and they reserve the right to refuse such consent. The Council will retain the right to remove items at the Allotment

holder's expense. Buildings shall be limited to one shed or one greenhouse per plot. The building must be constructed to a high standard, made of approved materials and maintained in good order. Sheds or greenhouses are to be no larger than 6ft (1.8m) x 4ft (1.2m) and must not contain glass in their construction. They should not be set on a permanent base of brick or concrete.

Other structures i.e: fences, barbed wire, poly tunnels exceeding 4ft (1.22m) x 10ft (3.05m) x 3.28ft (1m) or other devices or erections etc must not be built or constructed without prior consent.

30. The Tenant must obtain written consent of the council to plant any trees, which will be limited to dwarf varieties of less than 2 metres in height. Fruit bushes or any crops which will require more than twelve months to mature must be adequately maintained must not create a nuisance nor overhang plot boundaries.
31. Use or permit the use of any building provided on the Allotment Site only by Tenants and their guests.
32. The Council accepts no responsibility whatsoever for equipment left on the site or in the huts on the site. It is recommended that allotment holders do not leave valuable equipment at the site.
33. The Council reserves the right to call a meeting of all allotment holders if necessary.
34. Allotment holders are required to advise the Council of any change of address, telephone number or contact details during the period of this agreement. Failure to inform the Council of this change is a breach of this agreement.
35. Any duly authorised officer or agent of the Council shall be entitled at any time to inspect the Allotment Site.
36. Dogs are **NOT** to be allowed onto the allotments or adjacent areas. Dogs will not be tethered to or close to any part of the entrance to the allotments, nor contained in a vehicle. Any tenant or anyone acting on their behalf shall take regard to this.
37. No livestock of any kind other than poultry or rabbits shall be kept upon the allotment garden up to a maximum of twelve individual livestock (cockerels are not permitted on any allotment plot) for the tenant's own domestic consumption and that no more than 25% of any one plot may be utilised for the keeping of livestock.
38. No person under the age of 18 years of age is allowed on site, unless accompanied at all times by an adult.
39. The tenant shall not erect or permit erection of any notices or advertisements anywhere on the allotment garden except with written permission from the Council. The Council reserves the right to refuse consent.
40. Allotment holders, on taking over an allotment, will be expected to pay rental for the year in advance together with a deposit set by the Council. Deposits will be refunded when the allotment holder vacates the plot and the Council believes they have met the terms of this agreement. i.e. – vacating the plot in a clean and tidy condition and any keys or access codes have been returned to the Council. The Council will not accept any responsibility whatsoever for the removal or disposal of items left on a plot, once vacated and may levy additional charges for clearance. There will be no refund if the Council has terminated the agreement nor will there be any recompense for what plot holder might feel is an improvement.
41. The key issued at the time of taking on the allotment will open all of the gate locks and communal facilities. Replacement keys may be re-issued for a £20.00 deposit.
42. Any matters relating to this agreement shall be put in writing to the Clerk of the Council.
43. Under the terms of the Late Payment of Commercial Debts (Interest) Act 1988 the Council reserve the right to charge interest on overdue accounts.

44. The Tenant shall not be entitled to compensation for any of the improvements mentioned in Part I of Schedule 2 to the Small Holdings and Allotments Act 1908 or for any of the improvements mentioned in Part II of that Schedule as amended by the Small Holdings and Allotments Act 1926 Section 21 and Schedule 1 unless the Landlord has, before the making or execution of such improvements, consented in writing.

Map of location of the allotment

(insert map of individual allotment sites here)

Building location guide. Any building must be located in the North West Corner of the plot. It should not be adjacent to another building.

DRAFT

??? Allotment Site

Allotment Tenancy Agreement Signature page

I have read, understood and agree to abide by the above allotment terms & conditions. I understand that if I am in breach of any part of this agreement, following a warning letter and a notice to quit to the last known registered address, my agreement will be terminated and I will be required to vacate the allotment within seven days of receipt of the notice to quit.

Tenant to complete:-	Clerk for Stapleford Town Council
Signed:	Signed:
Print Name: John Smith	Print Name SABRINA DOHERTY (Clerk)
Date:	Date:
Tel. No: 0115 9391818	
Email Address: any_email@email.com	
Plot No. 0	

Consent Notice: -

I agree by signing the above that Stapleford Town Council may process my personal information for statutory purposes, providing information and corresponding with me.

We cannot complete the application process without a signed copy of this form and the associated payment.

I have the right to request modification on the information that you keep on record.

Any Information you provide on this form will be held by Stapleford Town Council in accordance with the Data Protection Act 2018. The information will be used to process your application for an allotment or to erect a greenhouse or shed on an allotment. Your information will not be shared with any third parties unless we are obliged to so by law. If you have any questions relating to the use of your data please contact clerk@stapleford-tc.gov.uk

Please **only sign and return this page and the following page if amendments are required.**

Please retain the rest of the document for reference.

Allotment Tenancy Agreement Signature contact details

Full Contact Details – please correct and return if required

Name: John Smith

Address: The Road

Town: Stapleford

Postcode: NG9

Home Phone:

Mobile:

Email Address: any_email@email.com

Details confirmed

Plot Number: 0 **Shed Agreement:** - No application recorded

Deposit paid (£): £0.00 The tenant shall be required to pay a deposit of £75.00.

Annual Fee (£): £0.00

If any of the above details are incorrect you must advise the Clerk.

Payment

On-line payments are the preferred payment method please submit these to

Lloyds Bank - Account Name:- Stapleford Town Council
Sort Code 30-90-89
Account number 37579468

Please use payment Reference – “Plot site and no.” (e.g. Albany 01).
Please email the clerk to confirm that payment has been made.

For all payments via cheque please make payable to “Stapleford Town Council”.
Cheque payment should be sent to

Sabrina Doherty (Clerk), Stapleford Town Council, Carnegie Civic & Community Centre, Warren Avenue, Stapleford, Nottingham, NG9 8EY.

If you require a receipt of payment, please advise at time of payment.

Note:- With the challenges of managing cash - direct payment or cheques are the most acceptable means of payment.