

POYNTON TOWN COUNCIL

AGREEMENT FOR THE TENANCY OF AN ALLOTMENT GARDEN

THIS AGREEMENT is made the _____ day of _____ 20____
BETWEEN POYNTON TOWN COUNCIL of Civic Hall Poynton Cheshire (hereinafter called “the Council”)
acting by
duly authorised by the Council of the one part and
of _____
(hereinafter called “the Tenant”) of the other part

IT IS HEREBY AGREED as follows:

1 **THE** Council agrees to let and the Tenant agrees to take a tenancy from the Poynton Town Council of the Allotment Garden number _____ in the Register of Allotment Gardens kept by the Council situate at Coppice Road Allotment Site comprising of _____ square metres or thereabouts shown edged in red on the attached plan at the yearly rent of £ _____ payable annually in advance on the first day of October in each year (any proportionate amount from the date hereof to 30 September this year being due and payable on the signing of this Agreement) subject to the following terms and conditions:

2 **THE** Tenant hereby agrees with the Council as follows:-

- (a) To pay the rent hereby reserved in advance and without deduction and to become a member, and remain so, by payment of the current annual subscription, of the Coppice Road Allotments Association, for the duration of the tenancy. Membership of the Association shall include affiliated membership of the National Allotment Society (National Society of Allotment and Leisure Gardeners Ltd) and participation in their group insurance scheme.
- (b) Only to use the Allotment Garden for the purposes and use of an allotment garden and for no other purpose (such as trade or business) Tenancy of an allotment garden is normally restricted to one plot per named tenant, but in exception where there is a surplus of vacant plots and no persons upon the waiting list, the Council, at its sole discretion may grant additional temporary tenancy to existing tenants. Such additional tenancies must be yielded up at the end of the growing season (allotment rent year) if required by a potential tenant from the waiting list.
- (c) To keep the Allotment Garden properly cultivated at all times clean free from weeds well manured or otherwise maintain it in good fertility and condition and shall so deliver it up at the end of the tenancy and especially and particularly not to create any hardstanding area or disrupt and/or

destroy the natural land drainage of the Allotment Garden or import any inappropriate materials onto the Allotment Garden save with the prior written approval of the Council's officer responsible for allotments ("the Allotments Officer") A minimum of 75% of the plot area must be cultivated and occupied by growing crops during the normal growing season to be considered properly cultivated. If less than this proportion of the area is cropped the plot may be considered insufficiently cultivated. The area occupied by sheds and other structures, not including greenhouses cold frames or raised beds, but including pathways, except shared access paths, and land lying fallow during the normal growing season, will be considered as non-cultivated land

- (d) To keep any pathway track or access road for the half of its width abutting the Allotment Garden free from weeds or other growth as the Council may determine and jointly with other tenants keep all other communal areas free from weeds and other growth.
- (e) Not to cause permit or suffer any nuisance inconvenience annoyance or disturbance to the Council or the occupier of any other Allotment Garden or to any other adjoining owner or occupier
- (f) To indemnify the Council from and against all actions proceedings costs claims and demands arising from the Tenant's occupation and use of the Allotment Garden
- (g) Not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the Allotment Gardens
- (h) Not to underlet assign or part with or share the possession of the Allotment Garden or any part of it or attempt so to do
- (i) To keep every hedge on or bounding the Allotment Garden properly cut and trimmed to a height not exceeding 5ft and reasonable width and all ditches properly scoured and cleansed and unobstructed and draining properly
- (j) To maintain and keep in repair all fences and boundary structures (and in a style and manner required by and approved by the Allotments Officer) using similar and appropriate fencing materials but not to use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the Allotment Gardens and to protect and use properly and not to damage all gates and other fences hedges and tracks or paths on and for these Allotment Gardens No Fence shall be erected, or Hedge planted, around the plot boundary save where it forms part of the allotment site boundary. Pre-existing plot boundary fences may remain, provided they are maintained to the Council's satisfaction and where the Council deems they do so, until the termination of plot tenancy, when they must be removed permanently and not replaced. Crops which are at threat of at-

tack by pests, such as rabbits or birds, may be protected by a temporary barrier of chicken wire or netting during the growing/harvesting season, but only around those crops susceptible to attack, and removed thereafter.

- (k) Not to make any well on the Allotment Garden nor without the prior written consent of the Council to erect any building shed greenhouse structure or other construction on the Allotment Garden (and then only such as are reasonable in size and are not permanently fixed to the ground as the Allotments Officer shall determine) Any building, shed, greenhouse or other construction permitted by the prior written consent of the Council shall be capable of being dismantled and removed from the allotment garden and the ground returned to cultivable state upon cessation of tenancy. No hardcore, stone or base of mortared brick or direct-laid concrete shall be used. It shall be securely fixed to the ground to avoid gale damage, be kept in a safe and well-maintained condition, including where appropriate, regular application of wood preservative treatment of a colour approved by the Council. Once permission has been granted, no changes, alterations or extensions are permitted. All structures should be set back from plot and, or, site boundaries by a minimum of half a metre to allow access for subsequent maintenance without encroaching upon adjacent Allotment Gardens. The positioning of such structure should be such that they do not cast undue shade, nor shed rainwater upon an adjacent plot. Where practicable all rainwater falling upon structures should be collected for subsequent crop watering. Polytunnels are not permitted on this site.
- (l) To destroy or dispose of the garden refuse or any decaying matter in such a manner as not to be obnoxious to persons residing in the neighbourhood or is in any way unsafe or dangerous and if to be disposed of off the Allotment Garden then to take it away from and dispose of the same safely off any Allotment Garden and not to leave or deposit the same on or at the Allotment Garden of another or on or at any communal or car parking or access way areas. Bonfires are permitted on the site subject to the conditions agreed with the Council, details of which are contained in the accompanying document. Failure to observe these conditions by any tenant could result in withdrawal of such permission for the entire site.
- (m) As the Allotment Gardens on the Coppice Road site are less than standard area of 250 square metres there is insufficient area for the keeping of livestock (hens or rabbits) whilst complying with the requirement to cultivate for the growing of vegetables, fruit and some flowers on a minimum of 75% of the plot area. Permission for the keeping of livestock, including beehives will not be granted for this allotment site

- (n) That any officer or agent of the Council shall be entitled at any time to enter and inspect the Allotment Garden on behalf of the Council and to that end and intent the Tenant shall make access available to such inspecting officer of the Council so that such inspection(s) may take place at any time convenient to the Council The frequency of inspections in any one year shall be determined by the Council as required, but will normally be not less than three times per year.
- (o) Not without the prior written consent of the Council to cut or prune any timber or trees (save normal and usual pruning of fruit trees) or take sell or carry away any minerals sand earth or clay from either the Council's land or the Allotment Garden and not to have grow plant or allow any trees on or at the Allotment Garden other than fruit trees Such fruit trees should be grafted upon a dwarfing or semi-dwarfing rootstock only and the variety name and planting position registered with the Association. Fruit bushes, such as black red or white currant gooseberry and other hybrid berry fruit bushes or canes should be removed upon cessation of tenancy
- (p) To permit an incoming tenant to enter the Allotment Garden for the purpose of cultivating any part of the plot cleared of its crops during any notice of termination period of this Agreement
- (q) To observe and perform any other special condition which the Council consider necessary to preserve and regulate the Allotment Garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 7 of this Agreement
- (r) To inform the Council in writing immediately of any change of his address
- (s) Not to bring any dog onto the Allotment Gardens unless it is held on a leash and properly to dispose of any dog fouling in a safe and hygienic manner
- (t) Not to erect permit or suffer any notices or advertisements to be erected or placed on the Allotment Gardens save as expressly permitted by subclause (u-iv) of this Clause
- (u) When using any sprays chemicals or fertilisers on or at the Allotment Garden the Tenant must:
- (i) take all reasonable care to ensure that adjoining hedges trees crops and plants are not adversely affected and must make good and replant as necessary should any damage or injury occur and
 - (ii) so far as possible select and only use chemicals (whether for spraying seed dressing for any other purpose whatsoever) that will cause the least harm to members of the public birds or other wildlife (other than vermin or pests) and
 - (iii) comply at all times with current regulations and safety instructions for the use of such items

- (iv) To erect and clearly maintain a number plate indicating the plot number specified in Clause 1 and ensure its visibility at all times on at or near the vicinity of the entrance to the Allotment Garden
- (v) To pay at the commencement of the tenancy a deposit of two years rent which will be refunded when the tenancy is terminated only if the plot is in the opinion of the Council in a reasonable state of cultivation and condition

3 THIS tenancy shall determine automatically on the rent day next after the death of the Tenant (if not surrendered earlier) and shall also terminate whenever the tenancy or right of occupation of the Council terminates. This tenancy may also be terminated:

- (a) By either party giving to the other twelve months previous notice in writing at any time expiring on or before 6 April or on or after 29 September in any year
- (b) By re-entry by the Council at any time after giving three months previous notice in writing to the tenant on account of the Allotment Garden being required:-
 - (i) for any purpose for which the said land has been acquired or appropriated under any statutory provision or
 - (ii) for building mining or any other industrial or development purpose or for roads or sewers necessary in connection with any of those purposes
- (c) By re-entry by the Council at any time after giving one months previous notice in writing to the Tenant:-
 - (i) if the rent is in arrears for not less than forty days
 - or
 - (ii) if there has been a breach of any conditions and agreements on the part of the Tenant
 - or
 - (iii) if the Tenant shall become bankrupt or makes a composition or arrangement with his creditors
 - or
 - (iv) if the Tenant has abandoned the Allotment Garden and cannot be found after reasonable enquiry

and the Tenant must yield up the Allotment Garden at the determination of this tenancy in such condition as shall be in compliance with the agreements and conditions herein

4 THE rent payable hereunder may be reviewed with effect from any date on which the same is payable or on the anniversary of this Agreement by service by the Council on the Tenant of notice in writing thereof at least three months before such date of review

5 THE tenancy hereby granted is subject to all exceptions and reservations rights easements covenants or conditions or other incumbrances affecting the freehold or leasehold interest of the Council in the said land and particulars of all such matters shall be provided by the Council to the Tenant upon request being made by the Tenant to the Council and it is hereby further agreed that the Tenant is deemed to have notice of such matters

6.1 THE Tenant agrees that in any case of dispute between himself and any other occupier of an Allotment Garden in the allotment field shall be referred to the Council whose decision shall be final and binding

6.2 THE Tenant agrees that the Council shall have the right to refuse admittance to the Allotment Garden to any person (other than the Tenant or a member of his family) unless accompanied by the Tenant or a member of his family

7 ANY notice required to be given by the Council to the Tenant may be signed on behalf of the Council by any duly authorised officer of the Council and may be served on the Tenant either personally or by leaving it at the last known place of abode of the Tenant or by registered letter or letter sent by the Recorded Delivery service or first class prepaid letter post or its equivalent or by fixing the same in some conspicuous manner on this Allotment Garden and any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by first class prepaid letter post to the Council and the same shall be deemed to have been received in normal course of post if correctly addressed

8 WHERE the Tenant comprises more than one person the obligations and liabilities of that Tenant under this Agreement shall be joint and several obligations and liabilities of those persons

AS WITNESS the hands of the parties the day and year first written

SIGNED by the said

duly authorised for and on behalf of the Poynton Town Council

In the presence of:

Witness Signature

Name:

Address:

Occupation:

SIGNED by the said.....

in the presence of:

Witness Signature

Name:

Address:

Occupation:
(*Witness - please print clearly*)

DATED _____ **20** _____

POYNTON TOWN COUNCIL

to

ALLOTMENT TENANCY AGREEMENT

Plot No
on the Coppice Road Allotments Site
Poynton Cheshire

Town Clerk
Poynton Town Council
Civic Hall
off Park Lane
Poynton
Cheshire SK12 1RB