

Ashurst & Colbury Parish Council

Tenancy Agreement - Terms and Conditions for the Holding of an Allotment Garden

1. Plot holders of Ashurst & Colbury Allotments agree to abide by the rules set out in the tenancy agreement which they sign annually. The allotment year runs from 1st January to 31st December. Allotment Gardens granted during the year will expire on 31st of December of the year granted and become renewable through the payment of fees on the following 1st January whereby a new Allotment Tenancy Agreement is to be re-signed. Allotment Gardens fees will be requested during November/December for the following year and payment is due by December 31st. For new Tenancies taken out during the year, payment will be due upon signing of the Tenancy Agreement.
 2. There is no automatic transfer of Tenancy to a spouse, family member or friend. If the plot is to be worked by several people, then their names need to be on the Tenancy agreement. If the plot is given up, then it is re-allocated to the next person on the waiting list.
 3. New plot holders will be on an initial probation period for their first year.
 4. Plot holders should be aware that there is no insurance cover for stolen or lost items at the allotments. Items left on site are the responsibility of the Tenant to replace.
 5. Upon initial tenancy and by signing these Terms & Conditions, the tenant will be issued with a key for the Allotment Gardens as well as the security code for the toilet. The tenant will be required to pay a refundable deposit equal to a year's rental in addition to the rental payment for that first year and a £50 key deposit. The refundable deposits will be returned to the tenant upon vacating of the Allotment Garden, provided that it is left in a tidy condition and the key to the site is returned.
 6. Tenants will have access and use of the car park within the Allotment Garden area whilst attending their plot. As limited spaces are available, tenants should be considerate of other users during busy periods. Your attention is brought however to clause 5.6 below.
 7. The site toilet is provided as part of the Allotment Garden's infrastructure but the Council assumes no responsibility for the use and cleanliness thereof. Unless the requirements under clause 6.3 are maintained, the Council reserves the right to discontinue the provision of this facility.
- 5.1 During their tenancy, the tenant agrees to the following:**
- 5.2 The plot will be kept tidy, in good condition and properly cultivated. The plot holder will maintain all borders and paths forming part of their plot. The Allotment Plot shall be kept clean from weeds and in a good state of cultivation. Good state of cultivation means that 75% of the plot, excluding compost areas, is in cultivation; cultivation includes that the plot is in readiness for growing crops; the plot is well stocked with growing produce relevant to the time of year; and the plot is in the process of being prepared for following crops of season.
 - 5.3 The tenant shall use and cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by the tenant and their family and friends. Overnight accommodation, trade, business or any activity incompatible with allotment gardening is prohibited. Any fruit trees grown should be of the dwarf variety to avoid shading on other Allotments.
 - 5.4 In using the toilets, tenants are expected to maintain a degree of cleanliness and functionality in keeping with the mutual respect and expectation of how the facility should be found for use by other tenants.
 - 5.5 The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of their Allotment Garden unless agreed by the Council.
 - 5.6 The tenant shall use the car park facility, solely for their own use whilst tending their plot. Due to Police road safety advice, use of the car park for drop-off/pick-up of children at school is strictly forbidden and would result in immediate termination of the tenancy by the Council in accordance with clause 7.3 below.
 - 5.7 The tenant shall be permitted to erect a suitable and appropriate structure, such as a shed, greenhouse or poly-tunnel etc., not exceeding the approximate size of 7' x 5', mounted on paving stones and placed within the plot itself and not on any of the paths. Tenants shall not erect any fence or method of enclosure on or around their plot, except for bird netting. Upon termination of the tenancy, any shed or other items should be removed or an arrangement reached with a new incoming tenant to retain them.

- 5.8. The tenant is responsible for wasp nest removal on their plot. The Council will remove any on communal land.
- 5.9 The Tenant will not use any form of weaponry, air pistols or air rifles on the Allotment site.
- 5.10 The tenant shall cause no nuisance or annoyance to any other tenant or any other part of the Allotment Gardens provided by the Council. Nuisance or annoyance includes, but is not limited to, keeping any paths adjacent to or on the plot mowed and free from hazards; that seed heads are removed before seeds set; that weeds and grass are removed, that there is no build-up of detritus that can harbour slugs, snails and vermin; that compost areas are well managed. To comply with Health and Safety legislation, all allotment tenants have a duty to take reasonable care and are responsible for their own health and safety and for the safety of others, including lawful visitors, whilst on the allotment site. Allotment holders also agree to comply with any actions required to reduce or remove any risk identified by the Clerk to the Council. Nor shall they cause any nuisance or annoyance to anyone resident in the vicinity of the Allotment Gardens.
- 5.11 No livestock or poultry of any kind shall be kept upon the Allotment Garden.
- 5.12 The tenant shall not, without first obtaining written consent of the Council cut, lop or fell any tree growing on or adjacent to the Allotment site.
- 5.13 Use of the water troughs is intended for watering cans only. Handheld hose pipes, sprinklers and other irrigation systems are not permitted. Ponds are not permitted on the allotments.
- 5.14 The Allotment Garden will be subject to regular inspection by an Officer of the Council. Allotment Inspections are usually carried out by two members of the Open Spaces Committee or by the Clerk. Inspections happen in March, early summer and at the end of the summer.

Inspections review each plot against the following criteria:
 - General weeding and tidying
 - Less than 75% cultivated (according to condition 5.2 of the agreement)
 - Is considered unsafe
 - Contravenes the tenancy in some other way (under the conditions of the agreement)
- 5.15 The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for use of the tenants. The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
- 5.16 Bonfires on site are permitted between 1st October – 30th April for allotment waste only. No other waste from home is permitted to be brought onto site to be burnt. The tenant must exercise due consideration for other Allotment holders and neighbouring properties. When a bonfire is lit, under no circumstances should it be left unattended until it has fully burnt out or has been suitably and safely extinguished by the tenant. Nuisance caused by bonfires could result in prosecution under the Environmental Protection Act 1990. In addition, tenants who light a fire within 50ft (c.15metres) of the centre of a highway may be guilty of an offence under section 161 of the Highways Act 1980. No bonfires will be allowed between 1st May and 30th September.
- 5.17 The tenant is required to show due care and attention to ensure that no part of their plot could be an enticement to vermin.
- 5.18 The tenant shall not store any items on their Allotment Garden other than those to be used in the cultivation of their plot. Please note there is no insurance cover for anything on the site, it is your personal responsibility
- 5.19 Dogs may be brought into and kept in the area of the Allotment Gardens by the tenant provided that they are tethered on a lead at all times. Dogs must be supervised to ensure that they only urinate on grass paths away from allotment crops and any waste is collected and disposed of in the correct manner.
- 5.20, The Tenant shall supervise any children in their care brought into the Allotment Gardens at all times.
- 5.21 The Tenant shall pay for any replacement keys to the site in the event of loss (£50).
- 5.22. Only 1 plot will be permitted per tenant (agreed at the Full Council Meeting on 19th July 2022). Existing agreements for additional plots prior to this date will be honoured.
- 5.23, The tenant will not bring in any rubbish from elsewhere and dump it on the site. There is no communal waste pile. Allotment waste is to be either composted on site, taken home or burnt (only between Oct-March).

- 5.24, If the tenants shall have been in breach of any of the foregoing provisions of this agreement for a period of one month or longer, then the Council may re-enter upon the allotment garden and the tenancy shall therefore come to an end, 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.
- 5.25, Any notice required by this agreement to be given to the Council shall be delivered to or sent by email and post to the Clerk of the Council. Any notice to be given to the tenant shall be sufficiently served if sent by email or post to the address at the bottom of this agreement.

6. The Parish Council agrees to:

- 6.1 Keep the boundary hedges in reasonably good order and to arrange for the main paths within the Allotments to be cut as and when required.
- 6.2.. Maintain a water supply at the designated points – available from April to October each year.
- 6.3.. Deal with all on-going maintenance to the toilet.

7. Termination of Tenancy.

7.1 Voluntary Termination of Tenancy by Tenant.

In the event that the tenant wishes to relinquish their tenancy, one month's notice is required in writing. Any deposit paid by the tenant shall be returned within 28 days of the tenancy end date provided, as stated in clause 4, the plot is returned in a neat and tidy condition. Should the tenancy be relinquished before 31st December, any rental owing will be forfeited.

7.2 Termination of Tenancy Due to Ill Health or Bereavement.

If a situation arises whereby a Tenant is unable to continue to administer their plot due to ill health or bereavement, the Council requests that it is contacted as soon as possible, either by the Tenant or by the Tenant's representative, to discuss suitable arrangements.

7.3 Termination of Tenancy by Parish Council.

Apart from the provisions of clause 5.6 & 5.24 where the Council reserves the right to immediate termination, if a Tenant should contravene any of the other Terms and Conditions, the Parish Council will issue a warning, in writing, to request immediate action to correct the situation. Should the contravention remain unresolved within one month, the Council reserves the right to terminate the tenancy with immediate effect. Any deposit or balance of rental will be forfeited.

TERMS AND CONDITIONS, INCLUDING RENTAL COST RATES, ARE SUBJECT TO ANNUAL REVIEW BY THE PARISH COUNCIL

I accept these terms and conditions and agree to abide by them,

Signed: _____ (Tenant) Date: _____

Plot No.	Size*	Deposit/Fee* paid	Key Deposit Paid*
	Full: approx. 19.7 m x 6.4 m	£65/£65	£50 / NA
	Half: approx. 9.85 m x 6.4 m	£35/£35	

Name: _____

Address: _____

Home telephone: _____

Mobile: _____

Email: _____

If you would like your email address to be made available to the Allotment Holders Representative for group emails, please tick this box. ☐

Signed for the Council: _____

Date: _____
(Parish Clerk/Councillor)

* Delete as appropriate

GDPR; To ensure compliance with GDPR Regulations the data on this sheet will only be used by the Parish Clerk in the administration of this contract between you and the Parish Council. Your data will not be shared with any third party. Your data will be held securely and will be dealt with in line with our Privacy Policy and Data Retention Policy, which can be found on our website at www.ashurstandcolbury-pc.gov.uk. After the termination of this agreement any data held will be securely destroyed.

Payment for allotment plots & key deposits should be made directly to our bank account;
Unity Trust Bank. A/C: 20439923 Sort Code: 60-83-01 Account Name: Ashurst and Colbury Parish Council

Any correspondence regarding allotment plots are to be sent to the Parish Clerk, Karen Cramoysan at;

Email: Parishclerk@ashurstandcolbury-pc.gov.uk or by post to:
3 Kimberley Close,
Pretoria Road,
Hedge End,
Southampton,
SO30 0BH

Tel: 07510 371440