

North Petherton Town Council
Tenancy Agreement For Allotment Holders
(for domestic cultivation only)

THIS AGREEMENT made on this XXXXXXXXXX [insert date] BETWEEN the North Petherton Town Council (hereinafter called the Council) and XXXX[insert full name of tenant] of XXXXX [insert full postal address] (hereinafter called the Tenant) by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to hire, as a tenant from XXXXXXXX {insert start date} the Allotment, the area being Full and part of the Allotments provided by the Council at Pilots Helm and at the current rent of £35.00 and numbered XXXX [insert plot no] in the Council's Allotment Register.
2. The rent shall be paid on XXXXXX until XXXX and shall be for a period of X months.
3. The tenancy may be terminated by three months' notice in writing by the Town Council, expiring on or before 1st April or on or after 30 September, except as provided for in sections -8, 9 and 37, or by one months' notice by the tenant. The tenancy may be terminated by three months' notice from the Town Council at any time if the allotment, or part thereof, is required for building work, repairs or improvements.
4. Rents are payable on 1 January each year in advance or when demanded, if later. Rents will be charged at the rate prescribed by the Town Council.. The first payment of a mid-term tenancy is on a pro-rata basis and is due on the date of this agreement. The first payment may be a % of the annual pro rata rent at the discretion of the Town Council to take into account any special circumstances relating to the plot. The income from rents will be used by the Town Council towards the cost of running the allotment site.
5. One month's notice will be given of any rent increase by a notice placed on the notice-board at the allotment site.
6. The tenancy agreement is with one named individual. Family or friends may assist the tenant on their allotment.
7. The tenant must advise the Town Council of any change of address, phone number or email address.
8. Should a tenant assign the tenancy, or sub-let an allotment plot or any part thereof, without the consent of the Town Council being first obtained in writing, the tenancy will immediately become void.

9. Whilst the Town Council will endeavour to find out individual circumstances and take those into account, failure to make payment of rent within 30 days of a reminder being sent will lead to eviction.
10. Tenants must ensure the clear display of the supplied plot number sign at all times. (replacements for lost or damaged signs can be supplied by the Town Council upon request).
11. The tenant shall keep the allotment clean, tidy and in a good state of cultivation and fertility, free of all thistles and other noxious weeds.
12. Allotments must be used for the purpose of an allotment garden only. It must be wholly or mainly used to produce vegetables, flowers or fruit for the consumption of the tenant or their family. It must be kept free from weeds and every part must be maintained in good condition. It is expected that at least 75% of the plot will be kept cultivated.
13. Paths between the allotments should be two feet wide and must be kept clean and tidy by the tenants alongside them.
14. The tenant shall maintain in decent order all fences, hedges and ditches bordering the allotment.
15. The Town Council shall keep the track, hedges and fences of the allotment land in good repair.
16. Refuse and rubbish shall not be placed or thrown upon paths, fences, hedges or open spaces, nor shall implements or machinery be left on the tracks or paths.
17. The tenant shall ensure that the allotment is kept safe. Any substances hazardous to health kept on the site are to be stored securely. Water storage containers should be kept covered.
18. No nuisance or annoyance shall be caused by the tenant to any other tenant of the allotment gardens or neighbours of the allotment gardens or visitors to the allotment gardens. All disputes shall be settled by the Town Council, whose decision shall be final.
19. No livestock or poultry of any kind shall be kept on the allotment gardens.
20. The tenant shall cultivate the allotment for, and shall only use it for, the production of fruit, vegetables and flowers for the tenant and family. This agreement does not constitute an agricultural tenancy.
21. Fruit trees, not to exceed 2 meters in height may be planted on the allotment, provided that all tree branches remain within the boundary and do not obstruct any pathway.

22. Dogs shall be kept under proper control at all times.
23. The tenant shall not erect any building or other permanent structure on the allotment gardens without first obtaining written consent from the Town Council.
24. Tenants are requested to reduce mains water consumption by collecting rainfall from shed roofs or any other appropriate method.
25. Tenants are requested to compost the materials arising from cultivating and maintaining the allotment i.e. vegetable waste, cuttings, grass clippings etc.
26. Tenants must remove from site any inappropriate and / or redundant materials no longer required for use on the allotment and dispose of it off-site and in an appropriate manner.
27. Bonfires are only permitted between the 18:00hrs and 21:00hrs Wherever possible a metal incinerator should be used which is located well away from anything flammable. - this includes trees, long, dry grass and sheds. The following must not be burnt: Fuel (petrol, diesel or paraffin), Household rubbish (for example, Plastics), Aerosol cans, Lighter fluid, Tyres, Fireworks, Gas canisters, Foam, Paint
28. From time to time the Town Council may provide a skip for allotment tenants to use for the disposal of materials such as metal and plastics. The skip must not be used for the disposal of green waste, wood or tyres.
29. Barbed wire must not be used on allotment plots
30. Tenants must take all reasonable steps so as not to encourage rat infestations by ensuring that foodstuff and other waste materials are not left on site.
31. The Town Council shall maintain and pay for a water supply to the allotment garden, which will be available for use at various standpipes around the gardens. Tenants should not attach hosepipes to these taps as this could cause a danger to the quality of the supply. The Town Council reserves the right to recharge a tenant where it can be established that their actions have led to excessive water costs. Tenants shall permit access to the allotment for the purpose of inspecting, maintaining and repairing the water supply.
32. The tenant shall permit the inspection at all reasonable times of the allotment by any officer or agent of the Town Council
33. The Town Council shall pay all rates and taxes due or other assessments which may, at any time, be levied or charged upon the allotment gardens.

34. The tenant shall be responsible for ensuring adequate and appropriate public liability insurance cover in respect of their personal liabilities associated with operating an allotment.
35. A vacating tenant will be responsible for clearing the allotment of general rubbish and to leave it in a clean and tidy condition. A charge (against the deposit) will be made for the removal of any rubbish remaining on the plot.
36. On vacation of a plot, the vacating tenant must either remove any structure or inform the Town Council if they are leaving any structure e.g. shed, greenhouse, polytunnel. All such structures which are being left must be cleared of their contents by the vacating tenant. Where structures are in a poor condition and have not been removed by the vacating tenant a charge (against the deposit) will be made for its removal.
37. The Town Council shall inspect the allotments periodically. Tenants who are in breach of any of the provisions of this agreement will receive written notice to improve the allotment or rectify the breach within a specified timescale (the specified timescale is at the discretion of the Town Council and will be stated in the written notice). If the tenant is still in breach at the subsequent inspection, the Town Council may re-enter the said allotment and retake possession and the tenancy will come to an end.
38. The tenancy is subject to the payment of a deposit of £50.00 by the tenant which will be held by the Town Council and returned at the end of the tenancy provided that the plot is left in a reasonable state. The Town Council reserves the right to change the deposit charged.
39. Any costs incurred by the Town Council in bringing the plot up to the required standard will be deducted from the deposit before it is returned. If the cost exceeds that of the deposit, the Town Council reserves the right to invoice the vacating tenant for the total cost of any clearance work.
40. The powers, duties and responsibilities of the Town Council as set out in this agreement shall be exercised by any duly authorised Officer or Committee of the Town Council.
41. Any notice required by this agreement to be given to the Town Council shall be delivered or sent by post to the Town Clerk at the address below. Any notice shall be treated as sufficiently served if left at or delivered to this address.
42. Deposits and rents are payable to the Town Council by cheque, bank transfer or cash.

Town Clerk
North Petherton Town Council
The Small Hall
Fore Street
North Petherton
Somerset
TA6 6QA