



NESTON TOWN COUNCIL
TENANCY AGREEMENT
FOR AN ALLOTMENT GARDEN

BETWEEN:- NESTON TOWN COUNCIL (THE COUNCIL)
and:- Mr/Mrs XXXXXX (THE TENANT)
For the allotment known as XXX (THE PLOT)

1. AGREEMENT TO LET

The Council agrees to let to residents within the Neston Town Council area and the tenant agrees to take the plot on a yearly tenancy from 1st April each year.

2. RENT

The tenant agrees to pay the Council a rent payable 12 months in advance. Full payment is due on the issue of the agreement and rent demand and is non-refundable. Failure to pay will result in cancellation of the agreement.

3. CODE OF CONDUCT AND CONDITIONS OF LETTING

As well as paying the rent, the Tenant agrees to comply with the Neston Town Council Code of Conduct for Allotment Holders¹ and to abide by the following conditions of letting.

3.1 Use of land

To use the Plot as an allotment/leisure garden growing normal garden selections of vegetables, fruit and flowers for personal use and consumption utilising a greenhouse, frame, poly-tunnel or shed if required. Trailers and vehicles may be used when loading and unloading, but are prohibited from being stored overnight.

3.2 Cultivation

To keep the plot clean, tidy, reasonably free of weeds and in a state of proper cultivation and to maintain the access paths around the plot. The use of carpets as a weed suppressant is banned as they may contain toxins. The Council will be entitled to claim compensation from a tenant who, upon termination of their tenancy, leaves a plot in a worse condition than when the tenancy started. This will cover the cost of any reinstatement required.

3.3 Nuisance

Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. Bonfires are not allowed, including fires in incinerators. The Council will not be held responsible for any fires that are lit. Persons causing a nuisance may be prosecuted under the Environmental Protection Act 1990. Tenants should adhere to the code of conduct issued with the tenancy agreement as amended from time to time and notified to the tenants.

3.4 Barbed wire

Not to use barbed wire or any other material or item on or around the plot which may be a hazard to other tenants or visitors.

¹ The current version of the Code of Conduct can be downloaded from the Town Council's website. A paper copy will be provided upon request.

3.5 Buildings

Not without the written consent of the Council to erect any buildings or structures on the plot. The Council will not unreasonably withhold consent to the erection of a garden shed, greenhouse or poly-tunnel in accordance with plans and specifications first lodged with and approved by the Council. The normal approved dimensions for a shed or greenhouse are a maximum of 6' (1.8m) width x 8' (2.4m) length x 8' (2.4m) height. Sheds should only be used for storing tools and materials used on the plot and must not be used for sleeping in or any other purpose. The normal dimensions for a poly-tunnel are 8' (2.4m) width x 12' (3.7m) length x 8' (2.4m) height.

The Tenant shall be responsible for any structure, garden shed or greenhouse placed on the plot and any contents. The Council cannot be held responsible for any damage or loss. The tenant should consider taking out his/her own insurance.

Gas bottles are not allowed.

3.6 Wells, ponds and water butts

Not to make any well or pond on the plot. Small shallow wildlife ponds may be permitted but must be fenced to avoid being a hazard to small children. All wildlife ponds must incorporate a shallow marginal shelf/sloping beach area to allow wildlife to access the pond safely.

To keep all water butts or other water receptacles on the plot securely covered.

3.7 Depositing of refuse

Not to deposit, or allow other persons to deposit, on the plot any refuse or decaying material (except manure and compost in such quantities as may be reasonably required for use in cultivation). Not to place, or allow to be placed, any refuse/decaying material in the hedges, ditches or dykes in the allotment field of which the plot forms a part or in any adjoining land. Only materials compatible with horticultural use may be brought onto the plot, and may have to be removed on tenancy termination.

3.8 Cutting and Pruning

Not to cut or prune any timber or trees on the plot or upon any adjoining land or take or sell or carry away any minerals, sand earth or clay.

3.9 Planting

Tenants may grow the normal range of fruit and vegetables on the plot with the following restrictions:

- a) not to grow plants/trees that exceed 6' in height (dwarf plants/trees only);
- b) not to grow invasive plants/trees that affect paths and other plots. Tenants are required to remove trees and plants at the end of the tenancy to return the plot to a re-lettable condition;
- c) not to grow bamboo or willow.

3.10 Restriction on keeping animals

Not to keep any livestock other than hens on the plot or in any other building on it and if hens are to be kept on the plot the tenant must give the Council prior notification and ensure to the satisfaction of the Council that they are properly fenced in and are not kept in such a place or manner as to be prejudicial to health or a nuisance.

Reference to hens means 'female' hens and excludes cockerels which are not needed to lay eggs and a cockerel's morning call can cause a statutory noise nuisance.

The maximum number of hens permitted per allotment tenant is five and the minimum number is two.

All dead livestock must be disposed of in accordance with strict regulations (Animal By-Products Regulations 2003) which prohibit burning or burial.

All livestock is subject to strict welfare codes enforced by the RSPCA and DEFRA.

Under Section 9 of the Animal Welfare Act 2006, a person responsible for any vertebrate animal must ensure they meet all of its welfare needs including:

- *need for a suitable diet* (continuous and ready access to an adequate supply of clean, fresh drinking water and provision of suitable food in sufficient quantities and sufficiently frequently to maintain them in good health and to satisfy their nutritional needs. Food must be kept in sealed containers);
- *need for a suitable environment* (continuous access to shelter, free from sharp edges, protrusions etc which could cause injury, and including a clean, dry well-bedded roosting area large enough to allow all birds using the shelter to roost together at the same time);
- *need to be able to exhibit normal behaviour* (additional space and a suitable environment for exercise, feeding, dunging and the expression of natural behaviour);
- *need to be housed with, or apart from, other animals* (animals should not be kept isolated from others);
- *need to be protected from pain, suffering, injury and disease* (competent care and management and regular, frequent inspection of animals by a competent person).

Arrangements must be in place for someone to look after the hens should the tenant be unavailable for any reason.

Hens must be provided with secure, watertight and sufficiently ventilated housing in which to sleep at night and must be provided with fresh bedding. Hens must not be left outside overnight.

3.11 Communal plots/areas

Wherever communal plots/areas exist (as indicated on the site plan), all tenants will be given equal opportunity to work collaboratively with fellow tenants to tend the plots/areas on the following terms:

- a) any communal plots/areas must be maintained without the use of pesticides or herbicides;
- b) no tenant will be obligated to tend a communal plot/area, but any tenant choosing not to do so will have no right to harvest any of its produce or make use of any of its composted material;
- c) tenants who choose to tend the communal plot/area are expected to do so in a spirit of co-operation and all decisions must be made in discussion and agreement with fellow tenants;
- d) any unresolved disputes over the use of a communal plot/area should be referred to the Town Council and the decision of the Town Council shall be final;
- e) Neston Town Council reserves the right to withdraw any plots/areas from communal use.

3.12 Dogs

Not to bring or cause to be brought into the allotment field any dog unless the dog is held on a leash and is confined to the allotment holder's plot.

3.13 Plot identification

To erect and maintain in a conspicuous position on the plot a number plate of a type approved by the Council indicating the lot number and distinctly visible at all times.

3.14 Prohibition of notices

Other than the plot number, not to erect any notices or advertisement on the plot.

3.15 Restriction on assignment

Not to underlet, assign or part with possession of the plot.

3.16 Inspection

To allow any officer or agent of the Council to enter and inspect the plot at any time. A scheduled inspection will take place at least annually.

3.17 Restrictions on admittance to allotment garden

The Council shall have the right to refuse admittance to any person other than the tenant or a member of their family to the plot unless accompanied by the tenant or a member of their family.

3.18 Dispute between occupiers

Any case of dispute between the tenant and any other occupier of a plot in the allotment field shall be referred to the Council whose decision shall be final.

3.19 Information of change of address

The tenant shall inform the Council of any change of address.

4. DETERMINATION OF TENANCY

4.1 Rent

If the rent or any part is in arrears for 28 days the Council will be entitled to serve notice on the tenant to terminate the agreement.

The rent may be increased or decreased by the Council by not less than three months' notice in writing to the tenant provided that on receipt of the notice the tenant may terminate this agreement by giving the Council one month's notice in writing.

4.2 Breach of conditions

If the Council considers there to have been a breach of any conditions of letting then the Council will be entitled to serve a Notice to terminate the agreement. In addition, this tenancy may be ended by notice being given in accordance with the Allotments Act 1908 to 1950.

4.3 Notice

Any notice required to be served under this agreement may be served on the tenant personally or by leaving it at his/her last known address or by affixing the notice to the plot.

4.4 Termination

One month's notice to quit if the rent is in arrears for at least 28 days, or the tenant is not observing the rules relating to the allotment, or the tenant goes to reside more than one mile outside the parish for which the allotments are provided, without notice. Upon termination of the tenancy, the tenant may, before the agreement ends remove the crops growing on the land and any fruit trees or bushes planted by him/her.

I have read and understand this tenancy agreement.

Tenant's signature:

Date:

Name	
Home address	
Home phone number	
Mobile phone number	
Email address	