



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 1<sup>st</sup> April each year.

From the date of the initial tenancy for each allotment plot (ie during the first year), the tenancy is offered with a probation period of three months at the end of which 25% of the plot must be in cultivation. If after three months this has not been achieved, the tenant will have forfeited the plot and the Tenancy Agreement will automatically be terminated unless there are legitimate mitigating circumstances.

### 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 Holders<sup>1</sup> 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

<sup>1</sup> 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.

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.

### **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 animals on the plot or anywhere on the site.

### **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. There will be a schedule of monthly site inspections.

### **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	