



## **THETFORD TOWN COUNCIL ALLOTMENT TENANCY AGREEMENT 2017/2018**

The Tenant agrees to abide by the terms and conditions set out below:

### **1. Tenancy and Rent**

- 1.1 The Tenant must pay the annual rent. The annual rental period runs from 11 October to 10 October and the rent is due within 28 days from the 11 October each year. If payment is not made within 28 days then an automatic Notice to Quit will be issued.
- 1.2 The Tenant must pay a part year rental for allotments taken on part way through a year (as detailed in attached schedule). Part year rentals are subject to a minimum £7.75 charge (£7.00 concessions).
- 1.3 If the Tenant takes on a plot in poor condition, they will pay the full fee, but if after three months the plot has been cleared satisfactorily then they will be awarded a refund equivalent to three months rent to be deducted from the following year's rent.
- 1.4 The Tenant must pay a refundable deposit of £5 for each gate key and £10.00 for each water tap key issued by the Council during their tenancy. The deposit will be refunded at the end of the tenancy provided the key is returned to the Council Offices.
- 1.5 The Tenant must pay a refundable deposit of £30.00 to help offset the cost of clearing the plot, should it be left in poor condition. The deposit will only be refunded at the end of the tenancy provided the plot is left free of weeds, and cleared ready for allocation to the next tenant, irrespective of the condition of the plot when it was first taken on.
- 1.6 The Tenant must be at least 18 years of age, or less by agreement.
- 1.7 Joint tenancies will only be allowed from the start of a tenancy between people residing at the same address.
- 1.8 The Tenant whose initial preference is for a half plot, can apply to go on the waiting list for a second half-plot (not necessarily adjacent) providing none of the terms and conditions has been breached.

- 1.9 The Tenant may hold a maximum of two full plots providing both are fully cultivated.
- 1.10 The Tenant is required to prominently display the number of their plot to aid identification. Plot numbers are always quoted on any correspondence sent to Tenants.
- 1.11 The Tenant must comply with any covenants and conditions, which may apply under the Deeds of ownership.
- 1.12 The Council will not under any circumstances accept responsibility or liability in respect of any damage to, or loss of, any tools, equipment, vehicles or trailers or anything placed or left on the allotment by the Tenant.
- 1.13 The Tenant must notify the Council of any change of address as soon as possible.
- 1.14 The Tenant must not sublet, assign or part with the possession of the allotment or any part of it.
- 1.15 The Tenant should make any complaints, in writing, to the Chairman of the Allotments Committee. When contacting the Council the Tenant should be courteous and respectful to Officers at all times.
- 1.16 When a plot is taken on without fencing, only wire mesh fences to a maximum height of 3 feet may be erected and must have substantial posts to prevent it from falling down.

## **2. Cultivation and Use**

- 2.1 The Tenant must use the allotment only for the purposes of an allotment garden. It must be wholly or mainly used for the production of vegetables or fruit for consumption by the Tenant and their family.
- 2.2 The Tenant must keep the allotment in a good condition and free from weeds. The Tenant will have 3 months from the date of signing the tenancy agreement to clear their plot for cultivation.
- 2.3 The Tenant must keep pathways between plots and the area between the border of their allotment and the pathways in good condition and free from weeds.
- 2.4 The Tenant must not use the allotment for the storage of any vehicles or goods or for the storage of any crops which are not grown on the allotment.
- 2.5 The Tenant must not fly tip, dump rubbish or waste on any part of the allotment site. No building or DIY supplies are to be kept on any

part of the allotment site. No tyres should be kept on any part of the allotment site. **If any non garden items have to be removed by the Council, the Tenant will be liable for the cost of removal.**

- 2.6 The Tenant must not use barbed wire on the allotment site.
- 2.7 The Tenant must not erect any buildings or other structures on an allotment without the written consent of the Council. If consent is given, all buildings must be no more than 6' x 8' in size (with the exception of Clubhouses), kept in a good condition and may not be used for residential use i.e. sleeping in. Permission must also be given by the Council to erect a greenhouse or poly tunnel. A building must be removed by the Tenant if the Council deems it necessary (for example on grounds of safety).
- 2.8 The Tenant must not plant trees, bushes or permanent crops without the written consent of the Council. No more than four fruit trees will be permitted and they must be kept to a maximum height of 1.8 metres (6ft).
- 2.9 The Tenant must not remove trees from anywhere on the allotment site without prior written consent.
- 2.10 The Tenant must not remove any soil, gravel, sand or stones from the allotment site.
- 2.11 The Tenant must not deposit or allow other persons to deposit on the allotment site any refuse or decaying matter (except manure and compost, and then only in such quantities as may be reasonably required for use in cultivation) or place any matter in hedges or Oditches situated on the allotment sites or on any adjoining land.
- 2.12 The Tenant must not keep animals on the allotments without the written permission of the Council. **WITH CONSENT** no more than 10 fowl (**not cockerels**) shall be allowed on no more than one-third of the total area of the plot.
- 2.13 The Tenant must erect an adequate run and cover their run with wood chippings or other suitable materials to stop the ground getting too muddy.
- 2.14 The Tenant must prevent their chickens from attracting vermin by regular cleaning of the shelters and removal of uneaten food.
- 2.15 The animals are to be kept to a standard approved by the RSPCA who, together with Officers/Elected Members of the Council, will carry out inspections of the allotments and animals on a regular basis.
- 2.16 The Tenant must not use sprinklers or any form of irrigation system connected to a site tap. Hoses must not be connected to site taps

other than for the filling of water butts of normal capacity (approximately 250 litres) but **not** larger water containers. **If hoses connected to taps are found, they will be removed.**

- 2.17 The Tenant is only permitted to burn non-compostable garden waste from their allotment. Bonfires must be kept to a minimum and not cause a nuisance to other plot holders, neighbouring residents or neighbouring businesses.
- 2.18 The Tenant must only use weed killers or pesticides that have been approved by the Soil Association. Tenants are required to exercise caution when spraying weed killers or pesticides to ensure that they do not cause a nuisance to other plot holders.
- 2.19 The Tenant must not use carpet to suppress weeds. The whole plot cannot be covered in sheeting at any time and signs of clearance and cultivation must be evident.
- 2.20 Any tenant who keeps bees on their plot should hold an up to date and relevant insurance policy for beekeepers.
- 2.21 The Tenant may **not** erect any fencing around their plot which is more than a maximum height of 3 feet and must be made of wire mesh only, with substantial wooden posts to prevent it from falling down.

### **3. Nuisance**

- 3.1 The Tenant is not to cause or permit any nuisance or annoyance to any other allotment holder, or obstruct any path in place at the allotment site.
- 3.2 The Tenant must supervise any children under the age of 18 and not allow them to wander onto any adjoining allotment or cause nuisance or damage.
- 3.3 Dogs are permitted, but must be kept on a short leash at all times whilst on the allotment site and not allowed to foul anywhere on the allotment site.

### **4. Inspections**

- 4.1 The Tenant must permit any Officer or Member of the Council duly authorised for that purpose to enter and inspect their allotment.
- 4.2 Periodic inspections will be carried out to ensure that all terms and conditions are adhered to. Any Tenant found to be in breach of these conditions will be notified and given a maximum of 3 months to bring their plot back in line.

4.3 If the Tenant is subsequently found to be in breach of the conditions, a final warning will be issued. If the warning is not heeded within a month a Notice to Quit will be issued.

4.4 The Tenant must observe and perform any other special conditions which the Council shall consider necessary to preserve the allotment from deterioration and of which he shall he have received notice.

## **5. Determination of the Tenancy**

5.1 The Tenant may relinquish the tenancy at any time by giving prior written notice to the Town Council.

5.2 The Tenant must relinquish their plot on moving outside the Thetford Town boundary except if they are relocating to the following parishes: Croxton, Kilverstone and Brettenham. The Council will in these circumstances, at its discretion, allow a tenant to retain their plot if there have been no recorded breaches of their Tenancy Agreement.

5.3 The Council may end your tenancy if any rent due is unpaid for 28 days after becoming due (whether demanded or not) or if the Tenant is guilty of any breach of any term or condition of the tenancy, or becomes bankrupt or compounds with his creditors.

5.4 If the Tenant breaches any of the rules the Council may bring the tenancy to an end, and still recover money from the Tenant, if they have incurred any liability under this agreement.

5.5 The Town Council may end the allotment tenancy by giving 12 months notice to the Tenant. The notice must end on any day on or before 6<sup>th</sup> April or any day on or after 11<sup>th</sup> October in any year.

5.6 The Tenancy may also be terminated at any time after 3 months' notice in writing if the land is required for the purpose of sale, exchange, building roads or sewers or any other non-agricultural use.

5.7 The Tenant, on surrendering a plot, must ensure that it is clean and clear. **Any cost incurred by the Council to clear a plot will be passed onto the Tenant.**

5.8 If a Tenant surrenders a plot part way through the year, a part refund of rental paid can be made (as detailed in the attached schedule). Refunds are subject to a £10 administration fee.

5.9 The Tenant must return any keys issued when relinquishing their allotment. Keys remain at all times the property of Thetford Town Council.

## **6. Terms and Conditions**

**6.1 The terms and conditions will be reviewed annually.**