



## **THETFORD TOWN COUNCIL ALLOTMENT TENANCY AGREEMENT 2018/2019**

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 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.
- 1.3 The Tenant must pay a refundable deposit of £50.00 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.
- 1.4 The Tenant must be at least 18 years of age.
- 1.5 Joint tenancies will only be allowed from the start of a tenancy between people residing at the same address.
- 1.6 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.
- 1.7 The Tenant may hold a maximum of two full plots providing both are fully cultivated.
- 1.8 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.

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- 1.9 The Tenant must comply with any covenants and conditions, which may apply under the Deeds of ownership.
- 1.10 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.
- 1.11 The Tenant must notify the Council of any change of address as soon as possible.
- 1.12 The Tenant must not sublet, assign or part with the possession of the allotment or any part of it.
- 1.13 The Tenant should make any complaints, in writing, to the Allotments' Committee. When contacting the Council the Tenant should be courteous and respectful to Officers at all times.

**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, except in the winter months, December to February, due to seasonal variations.
- 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 Vehicles taken onto the allotments are at the owners own risk. Any vehicles on the site must restrict their speed to 5 miles per hour.
- 2.6 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.**
- 2.7 The Tenant must not use barbed wire on the allotment site.

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- 2.8 The Tenant must not erect any buildings or other structures on an allotment without the written consent of the Council. If consent is given, sheds must be no more than 6' x 8' in size, made of wood, kept on non-permanent bases and kept in a good condition. It may not be used for residential use i.e. sleeping in.
- 2.9 Greenhouses must be no more than 10' x 8' preferably should be made of safety glass. All structures should be permanently anchored/fixed.
- 2.10 Permission must also be given by the Council to erect a poly tunnel. There is no maximum size specified for a poly tunnel but must not occupy more than one third of the plot and must be fully cultivated.
- 2.11 Fruit cages should be constructed from wood and netting only.
- 2.12 Structures should not be attached to boundary fences of individual plots, in order to allow access around the structures to deal with any maintenance issues. The committee recommend a border of 0.5 to 1 metre.
- 2.13 A structure must be removed by the Tenant if the Council deems it necessary (for example on grounds of health and safety).
- 2.14 The Tenant must not plant trees, bushes or permanent or invasive 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). The committee recommends dwarf varieties.
- 2.15 The Tenant must not remove trees from anywhere on the allotment site without prior written consent, except self-set trees.
- 2.16 The Tenant must not remove any soil, gravel, sand or stones from the allotment site. Tenant must not stockpile stones or soil.
- 2.17 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 ditches situated on the allotment sites or on any adjoining land.
- 2.18 The Tenant must not keep animals on the allotments without the written permission of the Council. **WITH CONSENT** a maximum of 10 fowl (**not cockerels**) shall be allowed a maximum of one-third of the total area of the plot. Where a single household tenants' more than one plot, these limits applies per household, not per plot.
- 2.19 The Tenant must erect an adequate run. Tenants are advised to regularly move chicken runs to prevent soil erosion.

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- 2.20 The Tenant must prevent their chickens from attracting vermin by regular cleaning of the shelters and removal of uneaten food. The Council recommends treadle feeders to reduce vermin activity.
- 2.21 Only suitable waste should be put on compost heaps and it should be regularly turned over to prevent vermin activity.
- 2.22 Do not allow piles of rubbish to accumulate as this provides shelter for vermin.
- 2.23 The committee recommends that keepers of fowl register with DEFRA and follow their advice (particularly avian flu). Fowl must be kept to a standard approved by the RSPCA. The Council will carry out inspections of the allotments and fowl on a regular basis.
- 2.24 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 a water butt of normal capacity (approximately 250 litres). **If hoses connected to taps are found, they will be removed.**
- 2.25 A larger water container is allowed, but should be proportionate, providing they are connected to a shed where the water is harvested using guttering and down pipes. Large water containers must not be filled using the taps and hoses.
- 2.26 The water supply will be turned off between 1st November to 31st March, inclusive.
- 2.27 The Tenant is only permitted to burn non-compostable garden waste from their allotment. Material that may cause a nuisance or toxic fumes must not be burnt. Bonfires must be kept to a minimum and not cause a nuisance to other plot holders, neighbouring residents or neighbouring businesses. Please be particularly aware of burning bonfires near roadways, railways and residential areas, and in hot, dry weather, where there is a risk of fire spreading.
- 2.28 The Tenant must keep weed killers or pesticides securely and ensure that they 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.
- 2.29 The Tenant **must not use carpet** to suppress weeds. A porous membrane can be used on a temporary basis during the winter months but it must be removed at the beginning of the growing season

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- 2.30 Any tenant who keeps bees on their plot should inform the Council and provide a copy of an up to date and relevant insurance policy for beekeepers. Bee keepers remain responsible for the health and safety of other allotment users and members of the public.
- 2.31 The Tenant may **not** erect any fencing or gates around their plot which is more than a maximum height of 3 feet and must be made of wire or plastic mesh only, with substantial wooden posts to prevent it from falling down.
- 2.32 Preventing access to allotments by way of padlocks is prohibited. Access to allotments must be available to staff at all times. The committee recommend that allotments holders, who wish to secure their allotment, use a combination lock and the code is advised to the Council.
- 3. Health and safety**
- 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 Tenants must exercise caution when dealing with pests. Live traps must **not** be used and the use of fire arms and air rifles are strictly prohibited.
- 3.3 Asbestos or asbestos type material is strictly prohibited. If a tenant finds this type of material on site please contact the Council. The Council maintain an asbestos register and any asbestos found which is not on the register, will be removed at the tenant's expense.
- 3.3 The Tenant must supervise any children under the age of 18 at all times.
- 3.4 No large play equipment, including swings and trampolines, are allowed on the allotments for health and safety reasons.
- 3.5 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.
- 3.6 Consumption of alcohol is strictly prohibited.
- 3.7 Tenants have a responsibility to consider health and safety for themselves, and other users of the sites, and are requested to have regard to this when cultivating their allotments and using the site.
- 3.8 Any vehicles on the sites should restrict their speed to 5 miles per hour.

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**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 issued an advisory notice and given 28 days to bring their plot back in line.
- 4.3 If the Tenant is subsequently found to be in breach of the conditions, a formal notice will be issued giving a further 28 days to comply. If the warning is not heeded, a Notice to Quit will be issued, giving the tenant 14 days to vacate and leave the plot in a reasonable condition.
- 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 she/he shall 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.

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**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 on to the Tenant.**

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

**6. Terms and Conditions**

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