

# LISS PARISH COUNCIL

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VAT registration no. UB 001613



## TENANCY AGREEMENT FOR ALLOTMENT GARDENS

<b>Allotment site</b>	
<b>Plot number</b>	
<b>Size of plot</b>	
<b>Name of Tenant/s</b>	
<b>Address</b>	
<b>Email</b>	
<b>Phone number</b>	

*We value your privacy, data collated on this form will only be used for Allotment purposes, no personal data will be passed on to third-parties. Liss Parish Council Privacy Policy can be found at [www.lissparishcouncil.gov.uk](http://www.lissparishcouncil.gov.uk)*

An agreement made on .....between Liss Parish Council (hereinafter called 'LPC')  
and .....(hereinafter called the 'Tenant')

Whereby LPC agrees to let and the Tenant agrees to take on a tenancy of the allotment plot named above for one calendar year, commencing on the date given above and thereafter from year to year upon payment of the annual rent and in accordance with the terms and conditions of this Tenancy Agreement.

**The tenancy is pursuant to the Allotments Acts 1887 to 1950 in addition to the following terms and conditions and will be subject to termination as listed under clause 12. LPC reserve the right to review, alter and amend any condition at their discretion.**

### 1. Rent

1.1. Rent shall be paid directly to LPC's bank account:

<b>Lloyds Bank</b> <b>Account name: Liss Parish Council – Charities BUSCA</b> <b>Account number: 00270588</b> <b>Sort code: 30-96-61</b> <b>Reference: Allotment site and plot number (e.g. Lower Green 5A)</b>
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1.2. The Tenant shall pay rent for the year in advance by the 1<sup>st</sup> January

- 1.3. The Tenant will be served an 'Annual Notice of Rent' at least 28 days before the rent is due for the year in advance
- 1.4. If the annual rent is not paid by the 1<sup>st</sup> January, an Annual Notice of Rent Reminder shall be issued
- 1.5. If the annual rent remains unpaid for a period of not less than 40 days, the tenancy shall automatically be terminated as set out in clause 12.1.2
- 1.6. LPC reserves the right to annually review and increase allotment rental rates, as permitted by the Allotments Act (1950) section 10. Tenants will be notified of any rental increases at least 28 days before the rent becomes operative. The Tenant shall be deemed to accept any increase in allotment rental rate unless they serve LPC a Termination Notice as set out in clause 12.4.2
- 1.7. A pro rata payment is required where the period of tenancy is less than a year

## **2. Restrictions**

- 2.1. The Tenant shall not sublet or assign or part with possession of any part of their allotment plot
- 2.2. Sharing an allotment plot with persons not named on the Tenancy Agreement does not confer rights to them, the tenancy remains with the Tenant and on its surrender will be offered to the next person on the waiting list

## **3. Tenants circumstances**

- 3.1. Prospective and current Tenants must normally reside within the parish of Liss
- 3.2. Priority for plot allocation will always be given to households that do not have an allotment plot. Current Tenants will be given the opportunity to transfer tenancy to the newly available plot if at the top of the waiting list. The allocation of more than one plot per household will be at the discretion of LPC Assistant Clerk and dependent upon circumstances at the time
- 3.3. The Tenant shall notify LPC immediately of any change of home, email address or phone number
- 3.4. Any written notice required by the tenancy shall be deemed served if sent by post or email to the last known address of the Tenant
- 3.5. Any written notice to be served by the Tenant shall be sent to LPC Assistant Clerk by post or email to the address given at the top of this Tenancy Agreement

## **4. Code of conduct**

- 4.1. The Tenant shall not cause nuisance, annoyance, or create hazards, to plot holders, neighbouring dwellings or businesses and shall treat others with respect
- 4.2. The Tenant shall not trespass onto any other plot without the permission of that plot holder
- 4.3. The Tenant shall respect other tenants' rights to manage the plot as they wish, if within the rules of the Tenancy Agreement
- 4.4. The Tenant is responsible for any persons they bring onto the allotment gardens and must ensure they adhere to the conditions set out in this Tenancy Agreement
- 4.5. The Tenant must ensure any children brought on site are supervised

## **5. Cultivation**

- 5.1. Produce from the allotment must solely be for domestic consumption and not for financial gain
- 5.2. The Tenant shall not remove any timber, mineral, gravel, sand or clay from the plot or permit other persons to
- 5.3. Within the first 6 months of tenancy 25% of the plot must be cleared and either be under cultivation with crops or being readied for crops. After 6 months the plot must be regularly tended to and showing signs of progress. No less than 75% of the plot may be under cultivation after 12 months. Permitted structures (as defined in clause 11.3) sited within the plot boundary are exempt from this requirement to cultivate
- 5.4. The Tenant shall keep the plot in a good state of cultivation and fertility
- 5.5. The Tenant must notify LPC of any change of circumstance which might temporarily prevent cultivation of the plot such as a prolonged holiday, accident, or illness
- 5.6. The Tenant shall not plant any tree other than fruit bearing trees on a dwarf rootstock (M26 or M27) which grow to a maximum of 3 metres. All branches must remain within the plot boundaries and not obstruct pathways
- 5.7. The Tenant shall not cut, prune or fell trees growing on the plot or the wider allotment gardens without written consent from LPC. Fruit trees are exempt from requiring consent from LPC for cutting and pruning

## **6. Allotment boundaries and communal paths**

- 6.1. The Tenant must clearly display the plot number so it is visible from the main access path, this may be on a permitted structure, water butt or post
- 6.2. The Tenant shall keep every hedge and pathway that forms part of the plot boundary or adjoins to the right and “back” of the plot cut and trimmed. For deciding which hedge and pathways should be maintained, the Tenant should view the allotment gardens as follows:
  - 6.2.1. Fernhills – looking from the railway line (“back” of site)
  - 6.2.2. Kelseys – looking from the stream (“back” of site)
  - 6.2.3. Lower Green – looking from Rake Road (“back” of site)
  - 6.2.4. Mitchells - looking from Hill Brow Road (“back” of site)
  - 6.2.5. Princes Bridge – looking from the River Rother (“back” of site)
  - 6.2.6. Riverside Walk – looking from the Riverside walk (“back” of site)
- 6.3. The Tenant shall keep any ditch on the plot cleared and maintained
- 6.4. The Tenant shall not use barbed wire within LPC allotments gardens

## **7. Animals**

- 7.1. The Tenant shall not keep beehives on the plot without written permission from LPC. Consent to keep beehives will only be given to members of the British Beekeepers Association who hold appropriate third-party insurance and adhere to these guidelines:
  - 7.1.1. The Tenant shall not place hives where bee flight lines will cross pathways or contact other tenants working on the plot (flight lines of at least two metres are required)
  - 7.1.2. The Tenant shall not handle hives or work with the bees when other plot holders are working in the allotment gardens
- 7.2. The Tenant shall not bring any dogs into the allotment gardens unless they are guide or assistance dogs
- 7.3. The Tenant shall not keep any livestock or poultry on the allotment plot

## **8. Waste management**

- 8.1. All non-organic refuse emanating from cultivation must be disposed of off-site
- 8.2. The Tenant shall not deposit waste of any kind on the allotment garden paths, hedges or other plots. Any waste found deposited outside the plot will be treated as fly-tipping
- 8.3. The Tenant shall remove any waste on termination of the tenancy, failing which LPC may seek to recover the costs of removal from the Tenant as set out in clause 14.2
- 8.4. The Tenant must follow guidelines for domestic bonfires issued by Environmental Health, East Hampshire District Council and is not permitted to bring waste on site to burn

## **9. Water**

- 9.1. The annual rent includes water charges
- 9.2. The Tenant shall exercise economy, care and consideration for others when using water facilities, particularly if using a hose. LPC encourages water conservation practices such as mulching and the use of covered water butts
- 9.3. The Tenant shall not use sprinklers on the allotment plot
- 9.4. The Tenant shall report any water leaks immediately to LPC

## **10. Environment**

- 10.1. The Tenant is encouraged to use organic gardening methods on the plot. Where other methods are used they should only be recognised horticultural products
- 10.2. The Tenant must not use synthetic carpets or carpets with rubber underlay on the plot as they can leach chemicals and pollute the soil
- 10.3. The Tenant must respect wildlife that inhabits the allotment gardens and not harm any species in any manner that violates the Wildlife and Countryside Act, 1981

## **11. Infrastructure**

- 11.1. The Tenant shall report any damage to LPC infrastructure (e.g. fences, taps, padlocks..) or unsafe items within the allotment gardens immediately to LPC

- 11.2. The Tenant shall always shut the entrance gate after use and lock any padlocks when leaving if last on site
- 11.3. The Tenant shall not construct or place any shed, greenhouse, polytunnel or similar structure on the plot without written permission from LPC. The Tenant agrees that the failure to obtain LPC prior consent may result in the structure being removed at the Tenants own expense. For any permission sought LPC will consider style, siting, and size (less than 2 metres x 2.5 metres x 2 metres in height) of proposed structures.
- 11.4. The Tenant shall ensure permitted structures are kept in good repair and painted in natural earthy colours with the plot number clearly displayed
- 11.5. The Tenant shall not use permitted structures for purposes other than the cultivation of the plot
- 11.6. The Tenant shall not construct a pond or similar structure on the plot without written permission from LPC. For any permission sought LPC will consider materials, siting, and size

## **12. Termination of the tenancy**

- 12.1. As permitted by the Small Holdings and Allotments Act (1908) section 30, LPC will terminate the tenancy immediately under any of the following circumstances:
  - 12.1.1. On the death of a Tenant
  - 12.1.2. If the rent, or any part of it, is in arrears for more than 40 days
  - 12.1.3. If the Tenant becomes bankrupt or compounding their debt with creditors
  - 12.1.4. If the Tenant has breached conditions of the Tenancy Agreement (see clause 13)
- 12.2. A 'Termination Notice' will be sent stating the reasons why the tenancy has been terminated
- 12.3. In circumstances other than those listed in clause 12.1, the tenancy may in any event be terminated by LPC by giving 12 months' written notice to quit with the tenancy expiring before 6<sup>th</sup> April or after 29<sup>th</sup> September, as permitted by the Allotments Act (1950) section 1. If the Tenant has breached conditions of the Tenancy Agreement the enforcement procedure set out in clause 13 will be initiated
- 12.4. The Tenant may terminate this tenancy by:
  - 12.4.1. Giving LPC a one months' written Termination Notice
  - 12.4.2. Giving LPC a Termination Notice in writing after being served with the Annual Notice of Rent. The Termination Notice must be given before the rent becomes operative on the 1<sup>st</sup> January
- 12.5. Upon termination the Tenant will normally have one calendar month to remove any belongings (gardening tools, shed, greenhouse etc unless otherwise agreed by LPC) or crops from the plot

## **13. Enforcement**

- 13.1. For the purposes of management and maintenance an officer of LPC can enter the allotment gardens to carry out plot inspections at any time. Upon request the Tenant must give LPC Officers access to any shed, greenhouse or similar structure on the plot
- 13.2. If this Tenancy Agreement is breached the 'Termination Enforcement Process' can be initiated:
  - 13.2.1. 'Enforcement Notice 1' will be sent to the Tenant. This notice requires the Tenant to contact LPC to state their intention to continue with the plot and remedy tenancy breaches within 14 days. LPC will inspect the plot after 14 days to ensure any breaches have been remedied
  - 13.2.2. If after 14 days the Tenant has not responded, either by remedying the breaches or contacting LPC to discuss extenuating circumstances, then 'Enforcement Notice 2' will be sent to the Tenant. This notice gives the Tenant a further 14 days to respond.
  - 13.2.3. If after a further 14 days the Tenant has not responded, a 'Termination Notice' will be sent to the Tenant stating the reasons why the tenancy has been terminated (see clause 12)
- 13.3. The Termination Enforcement Process can be stopped at any time within the 28-day period providing the breach of tenancy is remedied or an acceptable extenuating circumstance is provided to LPC

## **14. Compensation**

- 14.1. On the termination of this tenancy by LPC the Tenant shall not be entitled to claim compensation except that permitted by the Allotments Act (1922) section 2 and Allotments Act (1950) section 3
- 14.2. On the termination of this tenancy LPC shall be entitled to recover compensation from the Tenant as permitted by the Allotments Act (1950) section 4 in respect of any deterioration of the plot

**15. LPC's responsibilities**

- 15.1. LPC is responsible for:
  - 15.1.1. Allotment administration: keeping waiting lists, letting plots, rent collection, enforcement of rules, terminations and allotment garden inspections (normally performed once or twice a year)
  - 15.1.2. Repairs and maintenance of allotment garden perimeter fences, outer side and top of perimeter hedges, gates, locks and water infrastructure
  - 15.1.3. Tree management in accordance with LPC's Tree Management Strategy
- 15.2. LPC does not accept the responsibility for any loss arising from accident, fire, theft, damage or vandalism of any permitted structure, tool, plant or contents within the allotment gardens

**16. Complaints procedure**

- 16.1. LPC will consider complaints about the administration of the allotment scheme under the LPC Complaints Procedure (available on LPC's website or upon request)

**Signed**.....  
Officer of the Liss Parish Council

**Date**.....

**Print name**.....

**Signed**.....  
Tenant/s

**Date**.....

**Print name**.....

**Address**.....