

RAYLEIGH TOWN COUNCIL

**TENANCY AGREEMENT
FOR ALLOTMENT GARDENS
(that is plots up to 130 square meters)
(for domestic cultivation only)**

THIS AGREEMENT is made the _____ day of _____ 20____ ,
between **Rayleigh Town Council**
of The Pavilion, King George V Playing Field, Bull Lane, Rayleigh Essex SS6 8JD (hereinafter called the Council) and

.....
of.....
(hereinafter called the tenant)

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. The Council shall let to the tenant for him/her to hold as tenant from year to year the Allotment Garden specified by marked posts or a small grass/concrete boundary between plots (being part of the Allotments provided by the Council at) and numbered in the Council's Allotment Register.
2. The tenant shall pay a yearly rent as advised by the Council due the first day of January each year, or proportionate rent for the remaining months of the year before the full rent becomes due. Overdue rents will incur a late payment fee.
3. The tenant shall pay a deposit for the plot and a key. Upon termination a member of the Town Council will inspect the relinquished plot and providing it is left in a good condition and the key returned the deposit will be refunded.
If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
4. The tenant should inform the Council immediately of any change of address and personal details. The tenant must reside within the boundary of Rayleigh during the continuance of the tenancy. If the tenant moves out of Rayleigh, they will have to relinquish the plot at the end of the rental year and it will be re-allocated to a Rayleigh resident.
5. The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden.
6. The Allotment Garden shall be cultivated wholly or mainly for the production of vegetable , fruit flower crops for consumption or enjoyment by the tenant and his/her family and for no other purpose and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition.
7. The tenant shall have at least ¼ of the plot under cultivation after 3 months and at least ¾ of the plot under cultivation after 12 months and thereafter.
8. The tenant shall practice sensible water conservation and utilise water butts and to consider mulching as a water conservation practice. Hoses are not permitted on allotments.
9. The tenant shall not deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter against the boundary fence, in the hedges, ditches or dykes in or surrounding the allotments field. Carpets are not permitted on the Allotment Garden.

10. The tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by The Council for the use of the occupiers of the Allotment Gardens. The tenant shall conduct himself/herself in an orderly manner at all times whilst on the site.
11. The tenant shall not keep any livestock or poultry on the allotment garden without the prior written consent of the Council
12. No dog, other than Guide Dogs, shall be brought into or kept in the area of the allotment garden by the tenant or by anyone acting with his/her authority or approval.
13. The tenant shall not without first obtaining the written consent of the Council prune, cut, lop or fell any tree growing on the Allotment Garden, apart from recognised pruning practices of fruit trees ,or take, sell or carry away any mineral, sand or clay.
14. The tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of The Council.
15. The tenant shall maintain every hedge that forms part of the boundary of his/her Allotment Garden properly cut and trim all pathways between plots , keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his/her allotment garden. **Tenants are required to number their plot clearly.**
16. The tenant shall not obstruct or permit the obstruction of any of the paths within the Allotments set out for the use of the tenants of the Allotment Gardens.
17. The tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens nor along any boundary fence where there is a public footpath.
18. The tenant shall not erect any building (shed, poly tunnel, greenhouse or other structures) on the Allotment Garden nor fence the Garden without first obtaining written consent from the Town Council. The Town Council has agreed that maximum size for a shed should be 6ft x 4ft and a permanent base would not be allowed. Walk in Poly tunnels may be erected on plots; however they will always be subject to permission from the Town Council, who will take into account size, position and consultation with neighbouring plots. In any event, all areas within the poly tunnel must be cultivated and access to this area must always be readily available for inspection by the Town Council. Poly tunnels must be free standing. Planning permission may be required by the tenant to Rochford District Council subject to consultation with the Town Council. The tenant would be responsible for all costs.
19. The tenant shall keep all sheds, greenhouses, polytunnels, and other structures in good repair. Green houses and cold frames or similar items should be made from safety toughened glass or polycarbonate only. Non safety glass will not be allowed to be brought onto or to remain at allotment sites.
20. Bonfires will only be permitted for the burning of diseased plants and dried-out organic material that will burn without smoke or hazardous residue and are to be supervised at all times. All fires must be put out at dusk.
21. The tenant shall ensure that all non compostable waste is removed from the Allotment Garden.
22. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002).
23. The tenant shall not erect any notice or advertisement on the allotment garden without prior consent of the Council.
24. The Council shall have the right to refuse admittance to the allotment garden of any person other than the tenant or a member of the tenant's family if they are not accompanied by the tenant or a member of the tenant's family.
25. The Tenant may not carry on any trade or business from the allotment site (surplus produce may be sold as an ancillary to the provision of crops for family)

26. The Council shall act as intermediaries in any dispute between tenants and the decision of The Council will be final.

27. Any officer of the Council shall be entitled at any time when directed by The Council, to enter and inspect the Allotment Garden.

28. The tenant shall remove all rubbish and personal items that have been brought onto the site before the Tenancy comes to an end.

29. The tenancy shall end in the event of death of the tenant, one month after their demise. The tenancy of the plot may be transferred to the partner/family member /friend working the plot that has previously signed the tenancy agreement, providing they are a Rayleigh resident.

30. The tenancy may also be terminated:

- by the Council or the tenant by twelve months previous notice in writing, or
- If the rent is in arrears for not less than 40 days, or
- If the tenant is not duly observing the conditions of his tenancy, or
- If the tenant becomes bankrupt or compounds with his creditors

31. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

32. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.

33. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

34. In the event of the disposal of allotments by the Council for any reason then compensation will be payable to the outgoing tenant for crops or improvements on account of the Allotment Garden being required.

35. Ponds/water features are not permitted on a plot.

SIGNATURES

..... Clerk to Rayleigh Town Council
Tenant

..... Tenant Signature Date of Birth

..... Phone Number

..... Email Address

Joint Tenancy (Partner/Family Member/Friend working plot, MUST BE RAYLEIGH RESIDENT)

Print Name.....

.....SignatureDate of Birth

..... Address

..... Phone Number

..... Date of Signing Tenancy