

NEW MILTON TOWN COUNCIL

Allotment Gardens Tenancy Agreement

THIS AGREEMENT is made the 2016 BETWEEN NEW MILTON TOWN COUNCIL (hereinafter referred to as "the Council") of the one part and Mr/s..... ofaddress..... BH25 ... aforesaid (hereinafter referred to as "the Tenant") of the other part. WHEREBY IT IS AGREED as follows:

The Council agree to let and the Tenant agrees to hire as a Tenant from the 2016 the allotment garden shown on the list of allotment gardens provided by the Council and known as Plot Number on the allotment site situated in New Milton for a yearly rent. The rent will be charged at a level to be reviewed and set by the Council on an annual basis and to be notified to the Tenant at least one month before the rent is due.

1. Rent and Agreement

- a. The Tenancy is subject to the Allotment Acts 1908 to 1950 and to the Regulations and conditions endorsed on this Agreement.
- b. The Yearly Allotment Rent will be subject to annual review by the Council.
- c. The rent will be due for 12 months in advance from 1 October annually.
- d. Tenancies last for one year only and must be renewed annually at the start of the letting year. The letting year runs from October to September.
- e. Tenants who do not pay when invoiced will be sent a reminder. If payment is not received within 6 weeks of the original invoice, the tenancy will be terminated and the plot re-let.
- f. The allotment garden will be used as an allotment garden that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant.
- g. Plots will be let only to people living in the parish of New Milton.
- h. The Tenant is not permitted to sub-let or assign to another person, any part of the allotment without the written consent of the Council.
- i. If the tenant is temporarily unable to tend their plot for any reason, he/she should notify the Town Clerk in writing and make suitable arrangements for the plot to be looked after.
- j. The Tenant must notify the Council in writing of any change of address or relevant personal details within one month of the change. The Council must be notified in writing of the death of the Tenant.
- k. Any authorised officer will be entitled, at any time, to enter and inspect the allotment.
- l. This agreement replaces all previous allotments agreements, if any exist, between the Council and the Tenant.
- m. The Tenant shall notify the Council in writing of any reason or special circumstance that prevents them from adhering to the terms and conditions of this Tenancy agreement.
- n. The tenant shall ensure that the plot is correctly identified by clearly displaying the plot's number so as to be visible from the main pathway.

2. General Conditions of Use

The Tenancy is subject to the following terms and conditions. The Tenant will:

- a. Take responsibility for the security of the allotment sites and ensure that gates are kept locked at all times.
- b. Keep the plot in a tidy, safe, productive and cultivated state.
- c. Ensure that weeds are not allowed to reach the stage of setting seed. It is the responsibility of the tenant to keep weeds under control on their plot. Pernicious weeds must be removed from the soil and disposed of. Examples are Bindweed, Dock, Mare's Tail, Creeping Thistle and Ground Elder. Use reasonable endeavour to keep the plot clean, free from weeds, diseased or harmful plants and pests and to retain the existing top soil, keeping it in a good state of cultivation.

Cultivation includes digging, mulching, pruning and weeding and should be for the production of vegetables, fruit, herbs, flowers or other ornamental plants. It is not sufficient simply to clear weeds without using the area to produce a crop.

- d. Where possible use biodegradable material as a weed suppressant.
- e. Not cause or permit any nuisance or annoyance to any other Tenant or to neighbouring residents.
- f. Note that the lighting of bonfires is prohibited.
- g. Not, without the express written consent of the Council, cut or prune any timber or other trees that are not the property of the tenant. Nor shall a Tenant take, sell or carry away any mineral, sand, clay or earth that is not the property of the Tenant.
- h. Not use any barbed wire, sharp materials or asbestos based material on any part of allotment site.
- i. When planting fruit trees, ensure that the maximum height that the tree should be allowed to grow to is 3 metres; all tree branches and roots must remain within the boundary of the host allotment and should not obstruct any pathway.
- j. Not place on the plot or allow other persons to deposit on the plot any refuse or decaying matter, except reasonable quantities of manure and compost which is for the sole use of the Tenant and kept within the confines of a Tenant's plot. Where compostable materials are kept for future recycling they must be stored in adequate containers.
- k. Not dump, abandon or accumulate any waste items on the allotment site or surrounds. Offenders may lose their plot. A tenant may also be committing an offence contrary to section 2 of the Refuse Disposal (Amenity) Act 1978 and Section 33 of the Environmental Protection Act 1990.
- l. Note that the accumulation of excessive amounts of waste, debris and items of no horticultural use on a plot may be considered to have breached the rules regarding cultivation of the plot.
- m. Compost or remove all green waste on their plot or to arrange for its disposal.
- n. Ensure that any child (children) brought onto the site is (are) kept under control at all times.

- o. Ensure that any dog brought onto the site is securely held on a leash and that any fouling is removed.
- p. Not to keep livestock (including bees) on the allotment.
- q. Not leave unattended on the allotment any vehicle or trailer of any description. Any unattended vehicle or trailer will be removed without notice.
- r. Observe and perform any other special conditions, which the Council considers necessary to preserve the allotment from deterioration.
- s. Ensure that any pesticides or chemicals of any description which are kept and stored on the plot are stored safely and securely. Any pesticides or chemicals brought onto the allotment plot are the sole responsibility of the Tenant.
- t. When using garden chemicals or fertilisers take all reasonable care not to adversely affect members of the public, wildlife, neighbouring plots and boundaries and ensure that adjoining hedges, trees and crops are not contaminated and must make good or replant as necessary should damage occur.
- u. So far as is possible select and use environmentally friendly substances whether for spraying, seed dressing or for any other purpose whatsoever that will cause the least harm to the environment and the occupiers of other allotments on the site.
- v. Not store any combustible or pressurised fuels on the plot. Machines/tools do not need to be drained when not in use.
- w. Note that water will be provided.
- x. Ensure that all water receptacles are stable, not sunken and, where appropriate, have secure covers.
- y. Note that the council is not responsible for loss by accident, fire, theft or damage of any structures, tools or other possessions kept on allotment sites.

3. Boundaries and Pathways

- a. The Tenancy shall not include any Communal Pathway (which will be maintained by the Council) identified on the site maps erected on the allotment site or otherwise available to the Tenant.
- b. The Tenant (with the support of the Council) shall ensure that the boundary to their plot is clearly defined and marked out.
- c. The Tenant shall only use entrance roads, communal and joint pathways to gain access to the allotment unless consent has been given to the Tenant in writing by the Council.
- d. The Tenant shall not obstruct or encroach upon any path set out by the Council for the use of other Tenants.
- e. The Tenant will keep joint pathways safe, cut and trimmed and a minimum width of 60cm (2 foot) and will not cover any joint or communal pathway with any material of any description or floor coverings and will keep pathways clear of plants, trees and other natural matter.

4. Structures

- a. The Tenant shall not erect any building, fence, structure, or toolbox without the prior written approval of the Council. Applications must be made in writing.
- b. No permanent foundations are to be laid.
- c. Once a structure is approved it is the Tenant's responsibility to ensure that it is maintained in a reasonable and safe condition.
- d. Any structure found to be devoid of Council consent or in a dilapidated, dangerous or unauthorised state may be removed without notice and costs recovered from the tenant.

5. Notice and Termination

The Tenancy can be terminated with one month's notice in any of the following circumstances:

- a. On the death of the Tenant. The Tenant's surviving spouse or partner may continue with the Tenancy until the following September, or, with the consent of the Council, sign a new allotment agreement.
- b. If the rent is in arrears for more than 6 weeks (whether lawfully demanded or not).
- c. If the allotment is not clear and in a good state of preparation for cultivation. This clause does not apply during the first three months of a Tenancy. As a guide, between the months of April and September, at least 75% of each plot should be cultivated.
- d. If the Tenant is resident out of the town/parish.
- e. If the Tenant has failed to comply, within a reasonable time, with a notice requiring the Tenant to remedy any failure to observe the conditions of this agreement.

The Tenancy can also be terminated if:

- f. The Council gives twelve months previous notice in writing.
- g. The Tenant gives 2 weeks' notice at any time.

Termination:

- h. Upon termination the Tenant must give up possession and use of the allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any works be required to return the allotment plot to a workable condition, the existing tenant will be charged to bring the plot to an acceptable standard. Any personal property, structure, produce or other items remaining on the plot or site, 7 days after the termination of the tenancy will be assigned to any new tenant or removed.
- i. Correspondence should be addressed to The Town Clerk, New Milton Town Council, The Town Hall, 2, Ashley Road, New Milton, BH25 6AS.

Notice Provisions:

- j. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by any duly authorised officer and may be served on the Tenant either personally or by leaving it at the Tenant's last known address or by sending it by recorded delivery to such address or by fixing it in some conspicuous manner on the allotment.
- k. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and forwarded as formal notice by either recorded delivery or receipted delivery.

6. Data Protection Act 1998

The information you provide will be held in accordance with the Data Protection Act 1998 and will not be shared with third party organisations or be used for any purpose that is not compatible with the purpose for which it was collected.

7. Disputes and Arbitration

- a. The Tenant agrees that any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment site shall be referred to the Council whose decision is final.
- b. It is agreed that in the event of any dispute between the Tenant and the Authorised Officer regarding the interpretation of this Tenancy agreement the matter shall be referred to an arbitrator agreed between the Council and the Tenant.

IN WITNESS whereof the said Authorised Officer and the Tenant have here unto set their hands the day and year first hereinbefore written.

SIGNED BY THE Authorised Officer.....

SIGNED by the said TENANT	
Name	
Address	

In the presence of:	
Name (Witness)	
Address	