

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made the **BETWEEN** Colchester Borough Council
("the Council")

and

NAME
ADDRESS
ADDRESS

("the Tenant")

WHEREBY

The Tenant agrees to take the allotment plot as detailed below on an annual tenancy.

Situation: **SITE**

Plot Number: **XXX** in the register of allotment plots kept by the Council

Area: **XXX** square metres or thereabouts

Rent: **£** Payable yearly in advance on 1 October to cover the period 1 October
to

30 September or part thereof. If a tenancy begins between 1 October and 30 June rent is payable from the month that the tenancy starts until 30 September. For tenancies beginning between 1 July and 30 September rent is payable from the month that the tenancy starts and will include the following years rental at the rates detailed below.

| Rent per sq.m ² excluding water | Water charge Per sq.m ² | Total rent per sq.m ² | Plot rent for year or part year | Year |
|--|------------------------------------|----------------------------------|---------------------------------|-------------------------------------|
| 28 pence | 13 pence | 41 pence | £ | 1 January 2015 to 30 September 2016 |
| 30 pence | 14 pence | 44 pence | £ | 1 October 2016 to 30 September 2017 |
| 32 pence | 15 pence | 47 pence | £ | 1 October 2017 to 30 September 2018 |
| 34 pence | 16 pence | 50 pence | £ | 1 October 2018 to 30 September 2019 |

A £10 deposit is required for an allotment key, which is returnable at the end of the tenancy, when the allotment key is returned to the Council. Additional or replacement keys will be charged a

subsequent £10 deposit fee, which is also returnable at the end of the tenancy, when the additional or replacement allotment key is returned to the Council.

A. The Tenant agrees to comply with the Council's conditions listed below:

Use and Management of Plots

- 1) To use the allotment plot as an allotment garden and for no other purpose.
- 2) Not to cut or prune any timber or other trees without the written consent of the Council.
- 3) Not to take, sell or carry away any mineral, gravel, sand, clay or topsoil without the written consent of the Council.
- 4) Not to damage any hedges, fences, gates or notice boards situated in the allotment site of which the allotment plot forms part.
- 5) Not to plant any top fruit trees or other ornamental or timber trees, without the written consent of the Council.
- 6) Not to keep any animals or livestock of any kind upon the allotment plot without the written consent of the Council.

Site Cleanliness

- 7) To keep the allotment plot clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility.
- 8) To keep any pathway adjoining the allotment plot clean, tidy and free from obstructions.
- 9) To ensure that all gates are kept closed and locked at all times.
- 10) Not to deposit, or allow other persons to deposit on the allotment plot, any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).
- 11) Not to deposit any refuse or waste matter anywhere in the allotment site or in adjoining land.

Health & Safety

- 12) To comply with the Council's Code of Practice for Bonfires.
- 13) To comply with manufacturer's recommendations and to take great care to avoid any health risk to people, animals and the environment if using chemical weedkiller.
- 14) Not to use or allow the use of any chemical weedkiller which has a residual or long lasting effect on the soil.
- 15) Not to cause or allow any nuisance or annoyance to the occupier of any other allotment plot or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment plots.
- 16) Not to cause, or allow to be caused, any damage to any other plot particularly by any motor vehicle.

- 17) Not to use barbed wire within the allotment site.
- 18) Not to bring, or cause to be brought into the allotment site, any dog unless the dog is held on a leash.
- 19) Under no circumstances should any person sleep overnight on their allotment plot or in any building on their allotment plot.
- 20) Not to conduct any illegal activities within the allotment site.
- 21) The Council is not liable for the health and safety of any allotment holder or any persons brought onto the allotment site by an allotment holder.
- 22) The Council has no responsibility of thefts or damage to property left on allotment plots.

Administrative Matters

- 23) To pay the full rent and water charge in advance as detailed above (unless a concessionary rate is agreed by the Council) on 1 October of each year.
- 24) To display clearly the number of the plot (using figures not less than 40mm (1½ inches) in height) in a prominent position upon the plot.
- 25) Not to underlet, assign or part with the possession of the allotment plot or of any part of it without the written consent of the Council.
- 26) Not to erect any building on the allotment plot without:
 - i. Consulting with adjacent plot holders with regard to the positioning of the building to ensure no blocking of light
 - ii. Written consent of the Council.When applying for such consent a Plan and Specification of the proposed building shall be submitted to the Council and the tenant shall accept responsibility for the maintenance of any building already on the allotment.
- 27) Not to erect any notice or advertisement on the allotment site, without consulting the site steward.
- 28) The Council shall have the right to refuse admittance to the allotment site to any person other than the tenant or a member of his family, unless they are accompanied by the tenant or a member of his family.
- 29) That any case of dispute between the Tenant and any other occupier of an allotment plot in the allotment site shall be referred to the Council whose decision shall be final.
- 30) That the Tenant shall inform the Council immediately of any change of address.
- 31) That the Tenant shall yield up the allotment plot at the end of the tenancy in a reasonably clean and tidy condition, or will be liable to a charge for the Council to bring it back to an acceptable standard.
- 32) That any officer or agent of the Council shall be entitled at any time to enter and inspect the allotment plot. These inspections are carried out on a regular basis. Failure to keep the plot

in a reasonable condition may lead to the Council issuing the Tenant with a Notice To Quit (see B5.ii).

33) That the Tenant shall observe and perform any other special condition, which the Council considers necessary to preserve the allotment plot from deterioration. Notice shall be given to the Tenant in accordance with Clause C of this agreement.

34) After signing this agreement, the Tenant will be expected to commence work on the plot. If, after three months, the Tenant has not started work on the plot; the agreement may be terminated, unless there are mitigating circumstances.

B. This tenancy shall cease under the following conditions:

- 1) Following the death of the Tenant.
- 2) By the Tenant giving the Council notice in writing signed by the Tenant or otherwise by agreement with the Council.
- 3) By the Council giving the Tenant twelve months' notice in writing.
- 4) By the Council at any time, after giving three months' previous notice in writing to the Tenant, on account of the allotment plot being required.

- (i) for any purpose (other than for agriculture) for which it has been acquired under any statutory provision or
- (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes

5) By the Council at any time, after giving one month's previous notice in writing to the Tenant,:

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- (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
- (ii) If it appears to the Council that there has been a breach of the conditions of this agreement by the Tenant. If such breach relates to

the

cultivation of the allotment plot at least three months must have passed since the beginning of the tenancy

C Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by an officer delegated by the Head of Community Services to the Council for the time being and may be served on the Tenant either

- (i) personally or
- (ii) by pre-paid post letter or
- (iii) by leaving it at the last known address or
- (iv) by fixing it in a conspicuous manner on the allotment plot

AS WITNESS this document has been signed on behalf of the Council and signed by the Tenant

SIGNED)
for and on behalf of the)
Council by)
)

Signed by the said)
NAME)
Plot)