



SOUTH CREAKE PARISH COUNCIL

Allotment Tenancy Agreement

Prepared by the
South Creake Parish Council

Tenant Name:

Address:
.....

Email:

Telephone:

Plot No: ...62

Signature:

Date:

South Creake Allotment Tenancy Agreement (version 3.3.)

1. Introduction

The objectives of this document are to:-

- 1.1. Ensure tenants and prospective tenants understand the process and rules associated with renting allotment plots within the parish of South Creake.
- 1.2. Achieve a fair allocation of allotment plots,
- 1.3. Ensure that the plots are actively used and maintained and
- 1.4. Ensure that the costs associated with the allotments are allocated equitably between the allotment holders and the Parish Council. Our aim is to make the allotments cost neutral. Annual Rental reviews will take this into account.

2. Back Ground

2.1 South Creake Parish Council has 102 Allotments split between Leicester Road and Back Street. Of the Allotment spaces 25 plots in Back Street are currently allocated as Paddocks for horses but if the need arises can be turned back into allotment gardens. The majority of the allotments are full plots. There are many half plots and where there is a need, the Parish Council will split full plots into half plots.

2.2. The council has the power to make rules in order to regulate the arrangements regarding the letting of individual plots on its allotment sites.

2.3. These rules apply to all allotments managed directly by the council, even if held under a tenancy agreement before the rules came into operation.

2.4. Any changes and amendments to these rules that may be required will be communicated to all tenants with a minimum notice period of 12 months, prior to the change.

3. Definitions

3.1. Council (Us/We) – The Parish Council for South Creake, Norfolk.

3.2. Tenant (You) – The tenant that has or will sign the tenancy agreement for plots. This person will be liable for all aspects of the plot.

3.3. Cultivation – This is where you are actually growing and cultivating your produce. Crops can include both vegetables and fruit. Included in the definition of cultivation is the area under fruit trees, areas where you keep your livestock (if you have any), and any shed, greenhouse or polytunnel. Paths and areas where you store materials or place your shed are not included as cultivation.

3.4. Allotment plot – The area of land that has been leased to you within the tenancy agreement you will have signed. Each licence agreement will apply only to the plot-holder and the plot or plots specified in it. A licence is not transferable in any circumstances.

3.5. Allotment site – The entire area within the boundary markings where the allotments are.

3.6. Breach – Where you as the tenant have contravened the rules that are detailed within this document and/or the tenancy agreement.

3.7. Hazardous material – Any materials that are considered to have the potential to cause harm. This includes but is not limited to: chemicals (especially those in unmarked containers), asbestos, glass and barbed wire.

3.8. Livestock – Livestock is any animal that we give permission to be kept on an allotment.

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3.9. Perennial weeds – Perennial weeds are a flowering weed that can be produced both by seeds and by the spread of energy-storing vegetative parts, such as roots or tubers.

Regeneration by vegetation is a unique characteristic to perennial weeds, meaning even the smallest root or stem can reproduce an entire plant.

3.10. Visitors – Anyone that you invite onto the allotment site with you.

4 Site Management

4.1. You are obliged to report any incidents or accidents, or any noted breach of tenancy agreement or rules direct to the allotment to the South Creake Parish Clerk.

4.2. You are encouraged to report any form of criminal activity directly to the police via the appropriate number.

4.3. We will arrange and carry out regular site inspections, to ensure that the site is being properly maintained and used.

4.4. We will endeavour to keep un-allocated plots tidy, and prevent them from becoming overgrown.

4.5. We reserve the right to access any plot or structure in order to ensure that the plots are being used for their primary purpose and are well maintained.

4. Eligibility Criteria

To be considered for an allotment you must:

- Be over 18 years of age
- Be resident within South Creake or nearby villages.
- Not have any outstanding debts with the council.
- Be on the waiting list for the site preferred, applications may be made for more than one site.

5. Allocation of Plots

The parish clerk will maintain a waiting list of parties interested in taking on an allotment plot.

Vacant plots will be offered to those on the waiting list in the order in which their names have been added, except that residents of the village will have priority over non-residents.

A person who chooses not to accept a particular plot will not lose their position on the waiting list.

Existing plot-holders will have the opportunity to renew their current plots but must join the waiting list if they wish to move to another plot or take on an additional plot.

All plots are offered on a 'as seen' basis.

If there are no names on the waiting list, vacant plots will be advertised by the parish clerk. Interested parties must apply within a period specified by the parish clerk. The plots will be

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offered to applicants in the order in which they apply, save that residents will have priority over non-residents.

The allocation of plots is limited per household. The limit will be determined by the number of people on the waiting list.

6 Tenant Responsibilities

6.1. When you have been offered and have accepted a plot, you will be asked to sign a tenancy agreement. It is a yearly tenancy, which continues running year to year, unless terminated by either party. You will also be given a copy of the latest Terms and Conditions of letting. By signing the tenancy agreement you will also be agreeing to these terms and conditions.

6.2. You are responsible for the conduct and activities of any visitors that you allow onto the allotment site.

6.3. The Tenancy of an Allotment is personal to you. Pursuant to Section 27 (4) of the Allotment Act 1908, you may not assign, underlet or part with possession of all or part of the allotment, including any structure. Breach of this rule by any tenant may result in termination of the tenancy agreement.

6.4. To coincide with the growing season, the tenancies will run from the 1st April to 31st March. You can be offered a plot at any point within the year. As costs are very reasonable we will not reduce the price if plots are taken at any point during the year that results in less than one year's rental.

6.5. By signing the tenancy agreement you are accepting the plot in the condition it is presented to you, and to adhere to these rules.

6.6. You are responsible for the safety of your allotment. Some insurance companies offer public liability cover through home policies and you should make relevant enquiries as necessary. The Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings occurring on their allotment sites

6.7. Dogs are welcome on the allotment site, and should be on leads at all times, and you must clear any dog fouling and take this home with you to dispose of. Dog's faeces cannot be used on your compost heap.

6.8. It is your responsibility to ensure that your address, telephone, email and other personal information changes are reported to us, in order to keep records up to date. If we try to contact you without response within one month we will assume you have relinquished your tenancy agreement and your plots will be reallocated.

6.9. We expect allotments to be cultivated within the first three months of any tenancy. Even if the tenancy is taken on over the winter months, we still expect tenants to make a start in preparations for spring. If you cannot keep your plots cultivated and tidy please inform us.

7. Tenant Conduct

You must not do anything on your allotment or behave on the allotment site in such a way that can be considered a nuisance, by other tenants, neighbouring residents, or council officers. This can include:

- Rowdy behaviour, excessive noise, swearing or shouting

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- Failing to maintain your plot boundaries
- Failing to keep livestock in accordance with the guidelines provided
- Failing to comply with any other rules contained within this document
- Having an excessive amount of bonfires
- Burning materials that could be considered hazardous
- Having bonfires during the prohibited season
- Allowing your dog to roam outside of your allotment or cause a nuisance to other tenants.

We reserve the right to issue one month's Notice to Quit, if these are not adhered to.

You are responsible for the conduct and activities of any visitors you allow on the allotment site.

You shall not allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.

You shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots paths or roadways.

You must not live in, or temporarily sleep overnight in any part of your allotment.

8. Rent and Rent Payments

Following the signing of your tenancy agreement, you will receive a bill for the rent owed on the plot up until the end of the current year (31st March). This must be paid immediately.

Thereafter your allotment rent will be charged annually on the 1st April. You will receive a bill for the full amount, which must be paid within 30 days of issue. Failure to pay will result in the termination of your tenancy.

Rent charges are reviewed on an annual basis as part of the council's budget setting process. You will receive 12 months' notice of any rent changes. Information on how to pay your allotment rent can be found on the invoice you will receive.

Due to the administrative costs involved, should you decide to terminate your tenancy during the year, you will not receive a refund of the rent paid. Likewise you will not receive a rent refund if your tenancy is terminated due to a breach of these rules.

9. Cultivation

9.1. You must cultivate the plot wholly or mainly for the production of vegetable or fruit crops for your own personal use. You may use the uncultivated area for cottage garden flowers or lawn.

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9.2. You must not use your plot, or any part of it to carry out any form of business or grow produce for sale. Should evidence be found or provided to us that the produce you grow is being used for business benefit, your tenancy will be terminated with immediate effect.

9.3. You must keep all uncultivated areas and the areas under trees mown and free from weeds.

9.4. You must respect the rights and safety of other allotment users at all times.

9.5. You are permitted to use chemicals that aid the control of weeds, however you must select products that are:

- Permitted for use, and that do not require a registered licence for use
- Designed to minimise harm to wildlife, humans and other animals.
- Only used within the confines of your plot and not in communal areas.

9.6. The tenant will not plant any invasive plants, shrubs or trees other than fruiting trees grown on a dwarf rooting stock to limit height and in any case not to allow any plant to exceed 12 feet in height.

9.7. We appreciate that for new tenants it can take up to three months to fully cultivate your plot.

9.8. If you find that for any reason you are temporarily not able to tend to your plot, you must make us aware of this as soon as possible, in order to avoid enforcement action.

10. Buildings and structures

10.1. You are not permitted to install or erect structures without written permission from us. Applications to install or erect a structure must be accompanied by a specification of the proposed structure and include dimensions.

10.2. Each allotment plot is restricted to one shed, one greenhouse or polytunnel, and a fruit cage. Buildings for livestock are also allowed. You must adequately maintain any structure on your allotment. If we are not satisfied with the state of repair, we may ask you as the tenant, to either make the necessary repairs, or remove the structure forthwith. This also includes any structure that was already situated on your plot when your tenancy began.

10.3. All structures on allotments, whether erected by you, or that were already in situ on the allotment plot at the commencement of tenancy, must only be used in connection with the use and management of your plot.

10.4. If you decide that the existing structure is no longer required or wanted, you are responsible for letting us know before dismantling it and disposing of it responsibly.

10.5. When you relinquish your tenancy, you will be expected to remove any buildings and structures from the allotment site before the plot is re-allocated, unless otherwise agreed by us. This should be completed before the agreed end date of the tenancy. Following the end of this period, we will make the assumption that you are releasing the buildings/structures into our ownership, and as such they will subsequently either be offered for use by the new tenant or disposed of by us, and the costs incurred from doing so, will be billed to you as the outgoing tenant.

10.6. You are permitted to install compost bins or small structures intended for such purpose and support structures for soft fruits.

10.7. Barbed wire is not permitted on any part of the allotment site.

10.8. If you build a structure that has not been granted permission by the council we may issue you with a formal notice to dismantle and dispose of it responsibly ..

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10.9. You cannot use concrete or other semi-permanent materials to build or support any structure on your plot.

11 Boundary features

11.1. You must ensure that your boundary features are kept in a tidy and good state at all times, and do not present any form of danger to passers-by or other allotment users.

11.2. You are not permitted to allow any boundary hedge to grow above 5 feet in height.

11.3. Any fencing that you build must not be above 6 feet, and must provide a method of seeing across the plot from the outside for inspection purposes.

11.4. Any existing boundary features that are greater than 6 feet must be rectified and brought back into line with these rules. Failure to carry this out may constitute a breach of tenancy and will be dealt with as such.

11.5. You must not obstruct access or pathways where your allotment has a shared gate.

11.6. Where there is a surrounding hedge to the plot the tenant will keep it to a height of 5ft or below, and will ensure that the hedge is kept tidy. You will be expected to respect the RSPB guidance on hedge cutting with regard to bird nesting season.

11.7. All rubbish arising from hedge cutting must be composted on your plot, or removed and disposed of responsibly.

12 Storage and Materials

12.1. You may only store materials on your plot that are for use on the plot to aid cultivation and maintenance.

12.2. You must comply with all guidance and regulations regarding the storage of your materials.

12.3. You must not import asbestos onto your plot, should new asbestos be found during an inspection, we will arrange specialist disposal of this, and recharge these costs to you.

12.4. You shall not deposit, or permit to be deposited any refuse, rubbish or any extraneous matter on your plot, or any other part of the allotment site. All arisings from the permitted allotment activities shall either be composted on your plot or removed by you to an authorised green waste facility.

12.5. You will not take, sell or carry away minerals, gravel or clay from the allotment site.

12.6. You will not bring any hazardous materials onto the allotment site.

12.7. You are permitted to store a limited amount of materials such as timber that is intended for use on your allotment. These materials should be removed if they have not been put into use in compliance with these rules within six months.

12.8. You must not use carpet, underlay or similar material as a weed suppressant, due to their toxic qualities, and will be asked to remove these immediately if they are found to be present on your allotment during inspections or at the end of your tenancy. This is because carpet and underlay can leach toxic chemicals into the ground, which may affect the quality of the soil and produce grown in it.

12.9. When using pesticides or fertilisers on their plot, you must:

- Take all reasonable care to ensure that other plots, paths, hedges and trees are not adversely affected, and must make good, or replant as necessary should any damage occur.

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- Select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests.
- Comply at all times with current pesticide regulations including storage.

12.10. You must not store lubricants, flammable or dangerous chemicals on the allotment site and compensation will be sought by either the Council or neighbouring plot holder in the event of damage caused by an accident resulting from any contravention of this rule.

12.11. You should not use any kind of tyres on any part of your allotment plot.

13. Waste Disposal/Bonfires/ Hazardous materials

13.1. Bonfires are not permitted at all on any allotment site between 1st March and 31st October. Bonfires are only permitted between 1st November and 28th February. If you have a bonfire you must never leave it unattended. You must remain present until the fire is fully extinguished.

13.2. You may only burn material generated from your allotment, you must not bring material in from anywhere else to burn.

13.3. You must ensure that the location of the burn site is safe, and that the wind direction will prevent smoke from polluting any local residents or other allotment tenants.

13.4. You must not: Use any form of accelerants, including petrol or paraffin or burn any non-organic materials or waste (for example – Plastics, painted or treated wood, carpet, textiles, membranes, tyres)

13.5. Prior to lighting a bonfire you must ensure that the burn site is safe and that there are no hedgehogs or other forms of wildlife in the pile of material to be burnt.

13.6. Bonfires are only permitted within your own plot boundary and not on any other area of the allotment site.

14 Livestock

14.1. Section 9 of the Animal Welfare Act of 2006 makes owners and keepers legally responsible for making sure that the welfare needs of their animals are met.

14.2 Failure to comply with the act may result in criminal prosecution leading to a fine or imprisonment.

14.3. Livestock may only be kept on an allotment plot following the written consent from us.

14.4. Livestock that can be kept on an allotment plot is restricted to hens, (not cockerels).

The basic requirements of the livestock being kept should be met at all times. It is your responsibility to see that this is the case at all times, and to adhere to the Animal Welfare Act of 2006.

14.5. You must not rely on neighbouring tenants to tend to your livestock, and will be expected to attend your plot for this purpose at least twice per day.

14.6. The conditions of the livestock and the associated shelters form part of the allotment inspections.

14.7. To be granted permission to keep livestock, please read the 'Keeping Livestock' guidance notes, and complete and submit the online application form found on the council allotment pages.

14.8 If at any time your livestock is found to be in poor conditions, without their basic needs

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met, we will pass on your details and evidence of the animals condition, to the RSPCA.

15. Composting

Composting is encouraged on all allotments. However cooked food may encourage rats and you will be asked to clear your composting area and may be asked to pay towards removal of any rodents.

16 Vehicle access/use/parking

You must not park your car or any other vehicle on any part of your allotment plot. This includes but is not limited to trailers, caravans, motorbikes or other motorised vehicles. You may park on the tracks leading to the allotments but must not block access to other users. Vehicle access to your plot is limited to the delivery and collection of materials that cannot be transported via any other method. Whilst driving within the site boundaries, you must observe a speed appropriate to such a built up area, and respect other users. During the winter months, you should refrain from driving over ground and pathways that are liable to be damaged, or made dangerous as a result. You must not use any part of your allotment plot to store any form of vehicle, trailer or caravan.

17. Termination of Your Tenancy by Us

We may decide to terminate your tenancy providing one months' notice if:

- You have had your allotment for longer than three months and you are not cultivating.
- You consistently breach the clauses of the tenancy agreement and the associated rules.
- Your rent has not been paid within 40 days of the invoice.
- You are no longer living in the Parish of South Creake or nearby villages and are reaching the end of the tenancy or financial year.

If it is determined that a breach has occurred and/or where there is no visual improvement undertaken by you, we will notify you in writing, providing you the opportunity to rectify the breach identified.

18. Tenant requested termination

Should you decide to terminate your tenancy, you need to inform us in writing providing at least one months' notice. You can deliver your termination via email to the clerk or by post.