



Allotment tenancy agreement, terms and conditions.

This Agreement is made the between the Landlord and the Tenant, the agreement is renewable annually on the 1st October.

1. Definitions and interpretation

- 1.1 For the purposes of this Agreement all references to the 'Landlord' means Mansfield District Council and includes any employee of the Landlord, agent, or representative acting in an official capacity on behalf of the Landlord.
- 1.2 'The Tenant' means the named customer paying for the Allotment Garden.
- 1.3 'Allotment Site' means the location of the Allotment Garden owned or leased by the Landlord.
- 1.4 'Allotment Garden' means a plot number or numbers on the Allotment Site or Sites.
- 1.5 'Rules' mean the rules which the Landlord shall make from time to time in relation to the use and occupation of its various allotment sites and including the Allotment Site.

2. Agreement to Let

2.1 The Landlord agrees to let and the Tenant agrees to take on a yearly tenancy from the 1st day of October each year the Allotment Garden. With the plot number as numbered and described in the online payment form and in the register of allotment gardens kept by the Landlord. This agreement is subject to, where the Landlord does not own the freehold of the Allotment Site but hold the Allotment Site under a lease, the exceptions and reservations contained in the lease under which the Landlord holds the Allotment Site.

All payments per half plot are to be made annually or such other rent as reviewed by the Landlord, in accordance with the Landlord's Fees and Charges. The period in any year is from 1st October to 30th September and the yearly rent is payable in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

2.2 The tenancy is subject to the Rules made from time to time by the Landlord and the Allotments Acts 1908 to 1950 including revisions and amendments.

3. The Tenant agrees with the Landlord:

3.1 To pay the rent hereby reserved without deduction otherwise than allowed by statute, in advance, no later than the first day of October in each year.

3.2 Not to use the Allotment Garden for business purposes or for any purpose other than as an allotment garden for growing vegetables, flowers, or garden produce.

3.3 To keep the Allotment Garden clean and in a good state of cultivation, fertility, and condition, and which should amount to 75% of the leased plot.

3.4 To inform the Landlord if the Tenant is unable to cultivate all or any part of

The Allotment Garden because of sickness or injury and the Landlord and Tenant shall agree the length of time cultivation will not take place and such agreement may be reviewed from time to time if the Tenant notifies the Landlord that they are still unable to cultivate the Allotment Garden

3.5 To ensure that they have in place a policy of insurance sufficient to cover any 3rd party claim for injury or damage arising from any incident that occurs as a result of or consequential to their presence at or activity on or use of the Allotment Garden and to provide evidence of such insurance to the Landlord when requested to do so.

3.6 To ensure that all gates to the Allotment Site are closed and locked each time that they use them except where local protocol allows or constant access is required for them to be left open.

3.7 To be responsible for keeping clean and tidy and to keep clean and tidy the portion of the adjacent cart road pathway or roadway for the whole length or width of the Allotment Garden up to the edge of the nearest wheel markings.

3.8 Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or neighbouring property or to obstruct any pathway or roadway set out by the Landlord for the use of occupiers of the Allotment Site

3.9 Not to use any threatening or abusive words or behaviour towards the Landlord, representative of the Landlord or any other allotment garden holder. This includes the displaying of any written material, including that transmitted by electronic means. The Landlord will take a zero tolerance to any person so causing any alarm, harassment, or distress to others.

3.10 Not to sublet, assign or part with the possession of the Allotment Garden or any part of it without the written permission of the Landlord.

3.11 Not to enter any other allotment garden of which they are not the tenant without the express permission of the tenant of any other allotment garden.

3.12 To keep every hedge that forms part of the Allotment Garden properly cut and trimmed to a height of not more than 1.5 metres (4ft 11ins). External boundary

hedges should not exceed 2 metres. The top and outside of the Allotment Site boundary hedges will be maintained by the Landlord.

3.13 To fence the Allotment Garden with safely constructed fences, which should be made of posts, rails fence mesh or panels, unless otherwise agreed in advance with the Landlord. **Old doors, metal sheets and any forms of asbestos must not be used.** The Tenant further agrees that the fences must not be higher than 1.5 metres (4ft 11ins), the external boundary fences should be no higher than 2 metres and that untidy or unsafe fences will not be accepted and must be removed if requested to do so by the Landlord.

3.14 That Fruit trees may be planted but should not exceed a height of 2 metres (6ft 6ins).

3.15 Not, without the written consent of the Landlord, to cut or prune any timber or other trees or to take, carry away or sell any topsoil, minerals, gravel, sand or clay on the Allotment Garden or the Allotment Site.

3.16 Not to

3.16.1 deposit or allow other persons to deposit on the Allotment Garden or on any cart road pathway or roadway or any part of the Allotment Site any refuse, building material or decaying matter (except manure or compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges, ditches or dykes situate in the allotment site of which the Allotment Garden forms a part or on any adjoining land.

3.16.2 use the Allotment Gardens or the Allotment Site or any part of it for storage areas for surplus items and that items brought on to the Allotment Garden or the Allotment Site must be for imminent use.

3.17 Not to use carpet, plastic sheeting, tarpaulin, and rubber matting for mulching or for forming pathways and that such use is strictly forbidden.

3.18 Not to mulch to avoid cultivation, this is strictly forbidden except that where mulch is used in connection with cultivation;

3.18.1 A maximum of 20% of the Allotment Garden may be mulched at any one time and

3.18.2 Only approved mulching fabric may be used for instance, Coco Fibre, Plantex and Geotextile membrane and that any other mulch fabric would need the prior approval of the Landlord before being used.

3.19 Not to connect hosepipes to the Allotment Site water supply as this is strictly forbidden and not to free drain or syphon water from the Allotment Site water supply as this is also strictly forbidden and that no extension of or from the existing water supply is permitted without the Landlords prior permission. The Tenant may transfer water from the Allotment Site water supply to a suitable container for later use.

3.20 That all buildings or structures;

3.20.1 Must be of safe construction and removable and

3.20.2 Acceptable buildings and structures are a storage shed, chicken coop, duck house, greenhouse, polytunnel and cold frames and

3.20.3 All buildings or structures must be fit for purpose and

3.20.4 All buildings and structures including buildings and structures, fences and gates must be kept in good repair

In addition, that the Landlord can issue a 28 days' notice to remove any building or structure deemed unsuitable and the Tenant shall comply with such notice

3.21 That all buildings and structures are to be cleared at any change of tenancy or the end of any tenancy and that failure to remove any buildings or structures will lead to the Landlord removing the building or structure and recharging the cost of doing so to the Tenant vacating the Allotment Garden and that any private transfer of buildings or structures must be authorised by the Landlord.

3.22 That all garden waste should be composted and not to set a fire or have a fire on the Allotment Garden or Allotment Site as **Fires are strictly forbidden on all of the Landlord's allotment sites**. The Tenant further agrees that should they have contaminated vegetation for instance blight, then the DEFRA guidance on disposal may be followed with the authority of the Landlord and in such cases the Landlord should be informed of the situation, preferably in advance.

3.23 To remove all non-compostable waste from the Allotment Garden and the Allotment Site, by the Tenant, and disposed of as household waste or where possible, recycled through local Household Waste Recycling Centres.

3.24 Not to bring or cause to be brought on to the Allotment Site or Allotment Garden a dog unless it is held on a lead and to follow the Rules on dog fouling rules which apply to all the Landlord's allotment sites, including the Allotment Site.

3.25 That the Landlord shall have the right to refuse admittance to any person, other than the Tenant, any member of their family or an official authorised by the Landlord to the Allotment Garden, unless accompanied by the Tenant, a member of their family or an official authorised by the Landlord

3.26 That any cause or dispute between the Tenant and any other occupier of another allotment garden on the Allotment Site shall be referred to the Landlord whose decision shall be final.

3.27 To yield up the Allotment Garden at the determination of the tenancy hereby created;

3.27.1 In such condition as shall comply with the provisions of this agreement herein contained and the rules of the Allotment Site.

3.27.2 To be responsible for leaving and to leave the Allotment Garden in a clean and tidy condition.

3.27.3 to pay all costs and expenses incurred by the Landlord in putting the Allotment Garden in the condition to comply with the provisions of this Agreement if the Tenant fails to do so or if the Allotment Garden is left in an unacceptable condition to the Landlord, when yielding up the Allotment Garden. The Tenant acknowledges that the Landlord will pursue such cost and expenses until paid in full.

3.28 That any officer, agent, or representative of the Landlord shall be entitled to enter and inspect the Allotment Garden without prior notification to the Tenant.

3.29 To observe and perform any other special condition which the Landlord considers necessary to preserve the Allotment Garden from deterioration.

3.30 That hens and ducks are permitted, but that the following provisions apply in relation to hens and ducks;

3.30.1 The shed in which they are housed must be purpose built and fit for use,

3.30.2 The extent of the poultry run shall not exceed an area of 12 square metres,

3.30.3 The number of hens and ducks permitted **shall not exceed 12 head per Tenant, irrespective of the number of allotment gardens rented by the Tenant,**

3.30.4. **Cockerels are not permitted.**

3.30.5 The remainder of the Allotment Garden must be maintained in a fully cultivated condition,

3.30.6 The Landlord operates a zero-tolerance policy regarding neglect of livestock.

3.31 That in respect of bee keeping;

3.31.1 Bee keeping may be considered on application to the Landlord,

3.31.1.1 the application must be made in writing with a plan showing the intended location of the beehive(s),

3.31.1.2 The Tenant must have completed a course of instruction in basic bee husbandry before permission will be granted,

3.31.1.3 The Landlord may impose such specific conditions as to the keeping of bees as the Landlord thinks fit and proper and these will be communicated to the Tenant as part of any permission being granted.

3.32 No livestock other than as provided for in this agreement will be permitted on the Allotment Garden or the Allotment Site.

3.33 To abide and be bound by the Rules that will be posted at the Allotment Site.

3.34 To notify the Landlord as soon as possible if the Tenants contact details set out in the schedule to this Agreement change.

3.35 To return the key to the Allotment Site on the determination or termination of this tenancy howsoever determined or terminated

3.36 Where the Landlord holds the Allotment Site under a lease, to observe and perform any other requirements, covenants or conditions that are binding on the Landlord under the terms of that lease as far as they relate to the Allotment Garden. The Landlord will provide a copy of the lease upon request where it is able to do so.

4. Termination of Tenancy;

4.1 Where the Landlord holds the Allotment Site under a lease, the tenancy under this Agreement shall terminate or end on the day on which the lease under which the Landlord holds the allotment site terminates or ends

4.2. The tenancy may also be terminated in any of the following ways;

4.2.1. By either party giving to the other 12 months' previous notice in writing expiring on or before 6th April or on or after 29th September in any year

4.2.2. By re-entry by the Landlord at any time after giving three months' notice in writing to the Tenant on account of the Allotment Garden being required

4.2.2.1 For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or

4.2.2.2 for building mining or any industrial purpose or for roads or sewers necessary in connection with any of these purposes.

4.2.3 Re-entry by the Landlord at any time after giving one months' previous notice in writing to the Tenant;

4.2.3.1 If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or

4.2.3.2 If it appears to the Landlord that there has been a breach of the conditions of this Agreement on the part of the Tenant or

4.2.3.3 If it appears to the Landlord that there has been a breach of the conditions of this Agreement affecting the cultivation of the Allotment Garden or for failure to cultivate the Allotment Garden and at least three months have elapsed since the commencement of the tenancy then the minimum notice of one calendar month will be served on the Tenant to terminate this Agreement unless there are extenuating circumstances, such as sickness or injury as provided for in clause 3.4 of this Agreement .

4.2.4 By the Tenant giving at least one months' notice in writing to the Landlord because of one or more of the following reasons applying to the Tenant;

4.2.4.1 The Tenant is unable to manage and maintain their Allotment Garden or

4.2.4.2 The Tenant wishes to terminate their Allotment Garden Tenancy due to work commitments, or other commitments; or

4.2.4.3 The Tenant wishes to terminate their Allotment Garden Tenancy due to illness

4.2.5 Failure of the Tenant to comply with clause 3.19 will lead to eviction.

4.2.6 All legal costs will be reclaimed in the event of legal action being taken to remove or evict the Tenant from the Allotment Garden

4.2.7 Any notice required to be given by the Landlord to the Tenant may be signed on behalf of the Landlord by an employee, agent or representative of the Landlord and may be served on the Tenant either personally or leaving it at their last known place of abode or by registered or recorded delivery letter addressed to the Tenant there or by fixing the same in some conspicuous manner on the Allotment Garden compromised herein.

4.2.8 The Tenant has the right to appeal against any eviction or termination notice and should appeal in writing to the Landlord at the Landlord's address given in this Agreement or such other address as notified to the Tenant by the Landlord.