

GREAT AYTON PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT

This agreement made on:

Between: **Great Ayton Parish Council ('the Parish Council')**

And (the Tenant):

Address:

Email:

Tel/mobile:

The Tenant agrees with the Council and THE TENANCY is subject to the Allotment Acts 1908 to 1950, including any revisions (The Allotments Acts) and the following **terms and conditions**:

Terms of entitlement:

1. The Parish Council shall let to 'the Tenant' the allotment garden situated at Great Ayton Parish Council allotment and referenced as plot number _____ in the Allotment Register.
2. The Parish Council shall charge a refundable deposit equivalent to one year's rent, at the commencement of tenancy. This deposit will be returned at the end of the tenancy subject to there being no deterioration of the land caused by failure of the tenant to maintain it clean and in a good state of cultivation and fertility.
3. The Parish Council shall let this allotment to the Tenant from this date until the following October and year by year thereafter unless determined in accordance with the terms of this tenancy.
4. Any tenant wishing to secure continuation of occupancy should have paid the rent in full prior to or on the final collection date (known as Rent Day) whether demanded or not.
5. The rate of the annual rent and the date of the rent day will be reviewed and determined by the Parish Council annually and publicised with at least 4 weeks' notice.
6. Failure to pay the annual fee within 40 days of the due date will be deemed grounds for termination by the Parish Council and a notice to quit will be issued thereafter.
7. Where an allotment is let in poor condition then the annual fee for the first year may be waived at the Parish Council's discretion.

8. Allotment tenants are encouraged to become members of the National Allotment Society.
9. New tenants shall reside within the Great Ayton Parish boundary though a 3-mile radius can apply where a tenant moves home or during periods of low demand.

Regulations:

1. The tenant will use the Allotment Garden for the purposes of production of vegetables or fruit crops and the keeping of permitted livestock (see below) and not for any other purpose or in connection with any trade, business or wholesale production.
2. For the avoidance of doubt, no livestock or bees or similar may be kept on the Allotment Garden without the explicit written consent of the Council and the tenant therefore undertakes to seek the Council's prior written consent, to keep any livestock or bees or similar on the Allotment Garden.
3. Consent will normally be given for the tenant to keep a small number of poultry or fowl in appropriate accommodation within any plot.
4. For the avoidance of doubt, Pigeons may be kept only where a historical 'special permission' exists, but no new requests to keep pigeons will be granted.
5. Uncontrolled bird feed storage and inconsiderate feeding techniques encourages rodent infestation and as such a rodenticide levy may be applied in accordance with published annual fees.
6. For the avoidance of doubt, the Tenant shall not sell or undertake a business in respect of any item in regulation clause 1, 2, 3 and 4. Produce must be for the enjoyment or consumption by the Tenant, their friends and family only.
7. The tenant must not bring or leave any other animal on the gardens at any time apart from their own family dog which must not be left unattended nor allowed to roam or cause a nuisance. No 'guard' dogs are to be kept on the allotments and family pets must not be kennelled / housed overnight. Dog waste must be removed from the allotments and deposited in a suitable bin for that purpose.
8. The tenant may not leave or store any vehicle on allotment property, including the carpark, overnight. For the avoidance of doubt, vehicles include, cars, vans, motorhomes, trailers, caravans, horseboxes, motor cycles and anything other of a similar nature.
9. The tenant may erect a shed or greenhouse with written agreement from the Parish Council. A simple plan/drawing must be enclosed with a written request to show, purpose, size, location and materials to be used. No permanent foundations may be laid, though paving slabs can be utilised, gutters and water butts should be included wherever possible. There is a presumption that any reasonably necessary shelter / storage will be permitted but should not have a negative impact on any adjoining plots.
10. The tenant must show evidence of use / occupation within the first 3 months of any new tenancy and up to 1 year is allowed to bring the garden into a reasonable state of cultivation. Following inspection, failure to maintain an allotment to an adequate standard will be advised with a 'Notice to improve' giving 15 working days to respond and then 28 days to show evidence of improvement. Non-compliance with such a notice could result in termination of the tenancy if no reasonable explanation can be given.

11. The tenant is responsible for internal fences, gates and hedges. These are not permitted to be higher than 2m and must be maintained in good order. The treatment and nature of mutual boundaries shared by plot holders must be agreeable to all parties. (Barbed wired is not permitted on the allotment gardens.)
12. The tenant must make reasonable efforts to maintain access routes to all boundaries for maintenance & inspection purposes and must not obstruct any access routes set out for the use of plot holders or visitors on Council business.
13. The Tenant must ensure that chemicals, tools, and other personal equipment are kept safely and securely both in use and in storage. The Parish Council accept no liability for theft from the gardens or buildings, damage or injury caused by said items.
14. The Tenant must ensure chemical treatment applied to any element of the garden is controlled to minimise incursion onto neighbouring plots and complies with current regulations (COSHH). Petrol, oil, combustible fluids or liquified gas must not be stored on allotment land under any circumstance whatsoever.
15. The Tenant undertakes to immediately advise the Parish Council of any change of address or other contact details.
16. The Tenant should alert the Parish Council to infestations and reportable diseases. The treatment of rodent infestations is the responsibility of the Parish Council and should not be undertaken by individual tenants unless authorised to do so.
17. The Tenant has a legal duty of care to other tenants, visitors, Parish Council employees, walkers, wildlife and even trespassers. Careless, inconsiderate or deliberate acts may result in the tenant becoming personally liable. Please report any act of vandalism, theft, anti-social behaviour to both the Police and the Parish Council.
18. The Tenant shall not cause a nuisance or annoyance to the occupiers of property adjoining the allotment gardens nor to any other allotment tenant. Reckless, aggressive or otherwise unlawful behaviour should be reported immediately to the Parish Council and could result in immediate termination of entitlement.
19. The tenant shall allow the Parish Council's representative access to their allotment to allow visual inspection. The tenant shall keep the allotment free from weeds and otherwise maintain it in a proper state of cultivation. (Carpet or underlay must not to be used for this purpose as it becomes heavy & decomposes when waterlogged thus effectively becoming a form of fly-tipping.)
20. Any tenant found to be misusing their allotment for the dumping of household / industrial waste of any description will have their tenancy agreement terminated with immediate effect and may be prosecuted for fly-tipping.
21. Bonfires and incinerators are allowed only on strict adherence to North Yorkshire Council guidance available from <https://www.northyorks.gov.uk/environment-and-neighbourhoods/pollution/air-quality/bonfires>. Only garden refuse generated at the allotment should be burned (plant debris, dry stems, seed heads or unpainted wood), Incineration may only take place on the tenant's own allotment and only when the prevailing wind will not carry smoke onto areas of housing or roads. Fires must be attended at all times and water or suitable extinguishers must be on hand. Fires must be extinguished by one hour before dusk and no fire may be left smouldering. **Any tenant found to be burning household /**

industrial waste of any description will have their tenancy agreement terminated with immediate effect.

22. The Tenant shall not sub-let, assign or part-with possession of the garden or any part of it without consent of the Parish Council or its representatives.
23. Due to the potential contamination of the water supply it not permitted to install permanent plumbing to any allotment. Stand-pipes, etc that are not installed in accordance with the Water Supply (Water Fittings) Regulations 1999 must/will be removed.
https://www.wras.co.uk/consumers/advice_for_consumers/what_are_the_water_regulations/
24. Hosepipes are permitted to be temporarily attached to taps for the filling of water butts, watering cans, buckets or other sensibly sized containers but they must not be attached to sprinkler systems under any circumstances.
25. The Council through its employee, agent, or other authorised person reserves the right to refuse admittance to any person other than the Tenant or his/her family to the Allotment Garden (no permission will be unreasonably withheld).
26. It is mutually agreed that in cases of ambiguity / dispute then the Parish Council's decision is final.
27. Any queries / reports in relation to the above regulations should be reported via email to clerk@great-ayton.org.uk. Any case of dispute between tenants will be referred to the Parish Council, whose decision shall be final.

Termination:

1. The tenancy can be terminated by the Parish Council serving notice on the Tenant of no less a period than mandated by The Allotments Acts.
2. The tenancy may be terminated by the service of one month's written notice in the event that it appears to the Parish Council that the tenant has been in breach of the published regulations or terms of entitlement.
3. Any person who has previously been excluded or evicted from a garden plot will not be permitted access to any other part of the allotment garden or gardens without Council permission. (Allowing excluded or evicted persons onto your plot may result in the council terminating your tenancy agreement).
4. The tenancy may be terminated by the Tenant by serving the Parish Council not less than one month written notice to quit.
5. On termination of the tenancy the Tenant should remove any shed, greenhouse or other structure erected in the allotment garden, unless the Parish Council agrees otherwise following inspection.
6. **On termination of the tenancy the Tenant must leave the plot in a tidy and clean condition suitable for immediate re-letting.**
 - A. If the Parish Council has to carry out work to re-let the plot, then any deposit payment will become forfeit and

B. For the avoidance of doubt, the Allotments Act 1950 contains provision that on the termination of the tenancy the Council be entitled to recover from the Tenant compensation in respect of any deterioration of the land caused by failure of the tenant to maintain it clean and in a good state of cultivation and fertility. The amount of any compensation recoverable under this section shall be the cost, of making good the deterioration.

7. Any written notice served on the Tenant shall be delivered to the tenants recorded address either by hand or by post. In the event that the tenant fails to respond to a written notice or if they no longer reside at the recorded address, then termination may be confirmed by email or by affixing a laminated notice to the respective allotment gate/fence.
8. Any communication and or notice served by the tenant shall be addressed to the Parish Council's Clerk via email clerk@great-ayton.org.uk or letter, whereby contact details can be found on the Parish Council or North Yorkshire County Council website.

Agreement of the Terms and Conditions herein contained is implied by acceptance of annual tenancy at Great Ayton's allotments.

It is understood that the wording of the allotment conditions can change from time to time and that the current version of these can be found on the Parish Council website.

Signed:

Date:

Signed:

Date:

(For and on behalf of the Parish Council.)