



Allotment Tenancy Agreement

It is the Parish Councils intention and expectation that allotment holders should have the right to the benefit of quiet enjoyment of their plot and although not finite, this contract and guidelines are for the benefit of all allotment holders, and we thank you for your anticipated cooperation.

1. Assignment of Allotments

1.1 The tenancy of an Allotment is personal to the Tenant named in the agreement. The rental year runs from 1st April to 31st March each year.

1.2 Tenants taking up an Allotment, may be asked to make a deposit with the Council to cover the cost of clearance works if needed on the termination of the tenancy.

1.3 The Tenant may not assign, sublet, or part with possession or control of all or any part of their Allotment. Proof of the tenant's name and address must be shown as part of the application process. A telephone number or email address must be provided - no tenancy will be assigned without these details.

1.4 Within the first three months the Tenant is within a probationary period. If the Tenant chooses to return the Allotment to the Council during this period, the Tenant will have 75% of the rental returned minus a £10.00 administration fee.

1.5 If the Tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated, the plot deposit retained, and the plot returned to the Parish Council for re-letting.

1.6 The Tenant shall permit the inspection of the Allotment and any structure placed thereon at all reasonable times by any officer of the Parish Council. Sheds and greenhouses must be made available for inspection upon request of the Parish Council.

1.7 Tenants taking up an Allotment within the rent year will pay a proportion of the rent based on 1/12th of the annual rent for each full month remaining. A Tenant may voluntarily relinquish the Allotment before any year-end, but no rebate will be payable.

1.8 The Council is entitled to compensation from the Tenant for any deterioration in the land arising from the Tenant's failure to keep it clean and in a good state of fertility.

1.9 If the Tenant shall have been in breach of any of the provisions of this Agreement the Parish Council may re-enter upon the Allotment and the tenancy shall therefore come to an end but without prejudice to any right of the Parish Council to claim damages for any

such breach or to recover any rent due before the time of such re-entry but remain unpaid.

1.10 This agreement is subject to the Council's Allotment Rules (and any changes to them) made under Section 28 of the Small Holdings and Allotments Act 1900 (as amended) the Local Government Planning and Land Act 1980 and any other relevant legislation.

The Tenant shall during the tenancy carry out the following obligations:

2. Cultivation and Weed Control

2.1 The Allotment shall be kept in a clean, decent, and good condition. This shall include the provision of a path to any boundary which must be kept clear of obstruction and crops. The Tenant shall not remove, obstruct, or permit the obstruction of any paths on the Allotment.

2.2 Allotments must be maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the growing year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated and subject to notice of termination.

2.3 The whole plot, must be kept tidy, safe and free from weeds. It is the Tenant's particular responsibility to keep the plot free of flowering weeds that cause a nuisance to adjoining Tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the Tenant will be sent a tidy up letter. A further inspection will be carried out 4 weeks after the date on the letter.

2.4 Tenants should take caution when using pesticides so as to not contaminate or cause nuisance to neighbouring plots. Any chemicals used/stored should be of a domestic type and quantity only.

2.5 Organic and soil-friendly methods of cultivation are encouraged to reduce or preferably eliminate the use of pesticides and chemicals. Tenants are reminded that all chemical fertilisers, pesticides and soil improvers must comply with the legislation in force. Details of the current approved compounds can be obtained from RHS Chemicals and Pesticides Guidelines for Home Gardeners. All types of weedkillers are to be used sparingly and only when necessary.

2.6 All Tenants have the right to have an organic plot. If it is proved that your neglectful chemical spraying has affected communal paths and neighbouring plots you will be banned from using all types of weedkillers. Use of weedkillers after such a ban has been imposed will result in your tenancy being terminated immediately, and a period of 14 days being given to remove all personal belongings.

2.7 Tenants are not permitted to spray large areas of the plot (over 10%) without written permission from the Parish Council.

2.8 Spraying should only be undertaken on a still day.

3. Trees and Invasive Plants

3.1 The Tenant shall not without first obtaining written consent of the Council, cut, top or fell any tree growing on the Allotment.

3.2 No tree shall be permitted on the Allotment without the permission of the Parish Council.

3.3 Where permission is granted, traditional dwarf stock fruit bearing trees shall be used. No fruit trees or bushes should be planted so that they encroach on paths – all trees should be planted at least 1.5 metres inside the boundary of the plot. Traditional fruit bearing trees must not exceed 2.5 metres in height and 2 metres in spread. Should the Parish Council deem it necessary to reduce the trees to within these restrictions, the plot holder shall be liable for the costs.

3.4 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. No tree should require more than twelve months to mature without prior consent in writing from the Parish Council.

3.5 Invasive plants such as Bamboo, all types of willow and fast-growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the Tenant, then the tenancy will be terminated, and plants removed at cost to the Tenant.

3.6 Tenants must take steps to prevent the spread of harmful weeds (Weeds Act 1959). The following weeds may be a danger to animals, or cause problems for crop production if left to spread unchecked:

- spear thistle
- creeping or field thistle
- common ragwort
- broad-leaved dock
- curled dock

Tenants are required to support the Parish Council in ensuring the requirements of the Weeds act are met.

4. Ponds

4.1 No pond is to be constructed.

4.2 The use of sunken baths for water storage is not permitted on safety grounds. Baths being brought onto the Allotment space by an existing Tenant will be seen as unwanted waste and will result in a Tenant being issued a termination notice.

5. Plot Use and Storage

5.1 Tenants must use their Allotment and any structures on it for their own domestic consumption and must not carry out any business or sell produce. Exceptions may be made for local charity and fundraising events as agreed by the Parish Council.

5.2 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use. For safety reasons, no panes of glass are to be stored at the allotment site.

5.3 Tenants must maintain a minimum clear access area of approximately 1 metre in width from the boundary at the rear of their allotment plot.

6. Nuisance, Bonfires, Water and Other Restrictions

6.1 No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the Allotments provided by the Council or neighbouring properties.

6.2 Communal bonfires may be permitted from time to time when conditions are appropriate to accommodate clearing, the council will provide notice of these events. Green waste should either be composted or taken to the local Household Waste Recycling Site.

6.3 The burning or storing of materials – such as plastics, tyres, carpet, cardboard, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution. Tenants must use the local Household Waste Recycling Site for disposal of all such items.

6.4 All potentially toxic materials should be removed from the Allotment site and disposed of in the relevant Household Waste Recycling Site. Failure to remove said materials will lead to termination and recovery of removal costs.

6.5 Water supply is subject to seasonal restrictions and is metered. Water provided at the allotment sites is to only be used for the growing of crops and should not be used for any other reason e.g. washing of vehicles. Tenants found to be using water for reasons other than growing of their crops will have their tenancy terminated immediately. Water troughs must not be used for the washing of produce or horticultural tools and equipment. Buckets of water should be used for this purpose.

6.6 We urge all Tenants to actively practise water conservation by installing a water butt on their plot and collecting rainwater via guttering on sheds and/or greenhouses. Water from the troughs should not be stored on plots.

6.7 The use of sprinklers is prohibited, as is the unattended use of hosepipes.

6.8 Hose pipes or water extraction pumps should not be attached to a water trough at any time.

6.9 In the event of the abuse of the water supply or continuing increases in water use, the Parish Council reserves the right to introduce a separate water charge based on a “per rod” fee. The Parish Council also reserves the right to introduce additional measures to limit wasteful use of water.

6.10 No carpets or similar materials shall be placed on plots other than commercially produced products specifically for the purpose of suppressing weeds.

7. Waste Materials and Pollutants

7.1 The Tenant should not deposit or allow others to deposit, on the said Allotment, any earth, refuse or other materials except only manure in quantities such as may reasonably be required for immediate use in cultivation of the individual plot. Garden waste may only be left on the site if it originates from that plot or is appropriate for and being used for compost and is in reasonable quantities. Abuse will result in immediate tenancy termination and prosecution. Tenants are encouraged to empty compost containers/piles every 12 months to prevent vermin.

7.2 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate tenancy termination and referral for prosecution.

7.3 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials, such as shelving, as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a Tidy Up letter and possible Tenancy termination.

7.4 All non-diseased vegetative matter shall be composted and used on the Tenant’s Allotment. Diseased plants and perennial weeds should be disposed of at the local Household Waste Recycling Site.

7.5 The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.

7.6 In the event that a Tenant is issued a tenancy termination for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the Tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the Tenant.

7.7 If Tenants witness someone illegally fly tipping rubbish onto Allotment land they should immediately contact the police.

8. Structures and Fences

The following relates to each individual plot held by a tenant:

8.1 Sheds, paved areas, the storing of building materials, garden furniture, water butts and compost bins shall be included within the 25% area permitted for non-cultivation. Tenants must take care not to exceed this and if they do so will be asked to remove items. If the Tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the Tenant.

8.2 Poly tunnels and fruit cages may be included within the required 75% cultivated area provided that they are kept in good order and being used for the growing of crops.

8.3 The Tenant shall not erect any building or other structure (including raised beds) on the Allotment without first obtaining the written consent of the Council and the Council reserve the right to specify the type and size of buildings to be erected. Tenants may not bring or use barbed/razor wire on the Allotment. Any security devices other than a padlock and a hasp & clasp are prohibited unless written permission has been granted by the Parish Council.

8.4 As a general guide, sheds and greenhouses should not exceed 2.44m x 1.83m (8ft x 6ft) with a maximum height of 2.0m (6'6") to the ridge and polytunnels should not be more than 3.05m (10ft) in length with a maximum height of 2.6m (8'6") to the ridge. The structures should be Green or Brown in colour. Due to the risk of littering of the site and potential for blocking of ditches and culverts, plastic greenhouse 'mini greenhouses' are not permitted.

8.5 The Parish Council has discretion to consider larger structures on a case-by case basis based on the size of the plot.

8.6 All structures must be on a firm but temporary base, such as sleepers, loose laid paving slabs, or compacted gravel.

8.7 Concrete or similar permanent bases are not permitted.

8.8 Brick or block-built structures are not permitted.

8.9 No material shall be used that may pose a risk to health or a risk of contamination. Barbed wire, corrugated metal sheeting, sharp materials and any asbestos containing materials are specifically prohibited.

8.10 Once a structure is approved it is the Tenant's responsibility to ensure that it is maintained in a reasonable and safe condition.

8.11 Any structure for which consent has not been obtained may be removed by the Parish Council without notice. The cost of removal may be recharged to the Tenant. (Retrospective permission *may* be granted by the Parish Council for structures that did not seek permission under prior contract guidelines if structures are non-invasive and in reasonable and safe condition).

8.12 The Parish Council reserves the right to inspect structures from time to time in order to ensure that they are in a safe and sound condition.

8.13 The Parish Council reserves the right to require a Tenant to repair or remove any unsatisfactory structure. Failure to undertake the repairs or removal in the stated timescale may result in the cost of removing the structure by the Parish Council being charged directly to the Tenant.

8.14 Fencing appropriate to prevent rabbits may be permitted with permission of the Parish Council.

8.15 Plot holders are prohibited from attaching, leaning or hanging any materials to or against a boundary fence.

8.16 Any structure on the Allotment must be temporary and maintained in safe order with a tidy external appearance and in good condition. If the Council is not satisfied with the state of the structure the Tenant must either repair, it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Council may remove it and charge the Tenant the full cost of removal and disposal.

8.16 All structures (including composters) must be kept within the boundary of the Allotment. Should additional space be required, a request can be made to the Parish council and will be considered in appropriate communal areas.

8.17 All structures (inc. cages, raised beds, brick pathways), if not accepted by the Council on behalf and/or new tenant must be removed at the end of the tenancy.

9. Paths and Haulage Ways

9.1 Shared paths between two Allotments must be kept clear of obstructions at all times.

9.2 All paths should be wide enough for easy pedestrian access to neighbouring Tenants' plots. The Tenant shall not remove, obstruct, or permit the obstruction of any paths on the Allotment.

9.3 Haulage ways must not be obstructed or parked on by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from Allotment sites and the tenancy will be put at risk.

10. Dogs and Animals

10.1 No dog shall be brought into or kept in the area of the Allotments by the Tenant or one acting with his authority or approval unless properly leashed. Any litter arising from this should be cleaned up and removed from the site. **Dogs must be kept on a lead at all times.**

10.2 Tenants with persistently barking dogs or dogs that harass Allotment Tenants will be put on notice of termination of their tenancy and shall have their dogs barred from Allotment sites.

10.3 No animals or livestock may be kept on Allotment land.

10.4 Feeding of foxes or feral animals is not permitted at any time.

10.5 The trapping, killing and/or removal of foxes from the allotment sites is not permitted and any Tenant found doing so will have their tenancy terminated and the plot repossessed by the Council immediately.

10.6 The use or storage of traps by plot holders for the capturing of any mammal, reptile or amphibian is prohibited. Any traps must be removed from plots with immediate effect.

10.7 Any plot holder found to be carrying out any of the above may have their plot tenancy terminated.

11. Rent

11.1 Rental increases are generally proposed by the clerk, to be agreed by Full Parish Council, giving a full one year's notice of any pending increases.

1.2 Rent may be increased at any time provided the Council takes reasonable steps to give at least six months' notice by way of email. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.

12. Observance of Rules

12.1 Tenants must observe and comply with current rules, regulations and policies, and those which the Parish Council may make at any time in the future (e.g. statutory law changes, local restrictions - such as water restrictions). Tenants must comply with any reasonable or legitimate directions given by an authorised Parish Council officer in relation to an Allotment or site.

13. Plot Inspections

13.1 The allotments are inspected by The Parish Council at the beginning and end of the growing year (March/April and September/October).

13.2 A uncultivated notice can however be served at any time.

13.3 The following procedure will be followed for Tenants of any plots deemed to be in an unacceptable state of cultivation:

1) A Notice of Non-Cultivation (letter 1) will be sent to the Tenant asking them to contact the Parish Council to confirm their intentions for the plot:

a. Work has started or is about to start, the plot is about to be or has been cleared and can be re-inspected within the timeframe allowance, or b. the plot is to be relinquished.

2) If the plot remains in an unacceptable condition after the timeframe allowance a Notice of Termination of Tenancy (letter 2) will be sent advising the tenant that, 14 days from the date of the letter, the tenancy will be terminated.

3) If no contact is received from the Tenant and/or no significant improvement is seen on the plot within the notice period a final Confirmation of Tenancy Termination (letter 3) will be sent and the plot and any plants, materials and equipment left on the plot will become Parish Council property.

If you receive a Notice, please contact the clerk as soon as possible. If you are experiencing difficulty in the cultivation of your plot, please contact the clerk to discuss options, including reducing the size of the plot. The clerk will be willing to discuss individual arrangements where plot-holders find themselves temporarily unable to attend their plots for a variety of reasons, some of which may include the following: a) change in personal/family circumstance b) personal or family illness or incapacitation c) normal holidays/time away d) other unforeseen but legitimate reasons.

14. Terminating a tenancy is a last resort and will be avoided if at all possible.

15. Site Safety, Security and Duty of Care

15.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantage by any condition which cannot be shown to be justified.

15.2 Where two Tenants having an unresolved dispute and no one party can be proven as being in breach of any site/tenancy rules, the Council reserves the right to end the tenancy of both parties.

15.3 Tenants have a duty of care to everyone, including visitors, trespassers and themselves and in particular during the use of strimmer's, rotovators and other equipment, obstructions on paths

and the application of chemicals, pesticides or fungicides or by the construction of any features on the Allotment.

15.4 Flammable liquids such as petrol, oil and fuel or inflammable liquids/chemicals must be stored safely in appropriate containers and in appropriate limited amounts. Storage of large quantities of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution.

15.5 Unsafe working practices may result in plot termination and the Tenant shall be liable for any damage or injury caused by unsafe working practices.

15.6 The Parish Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the Allotment. Tenants are advised not to store any items of value on the Allotment and, if they do, to insure and mark any such items. Tenants must report all incidents of theft and vandalism to the Parish Council and the Police.

15.7 Tenants are forbidden to bring, or keep on the allotment plot, any firearms, imitation firearms, or any offensive weapon (such as air rifles, catapults, knives unless it has a folding blade with a cutting edge 3 inches long or less) and not to discharge firearms or use any weapons on the allotment site as they may be liable to prosecution. Anyone found to be doing so will have their tenancy terminated immediately. All other items which could be deemed as dangerous should be stored securely.

15.8 If a tenant witnesses a crime or is subject to criminal damage or anti-social behaviour, they should contact the Police immediately and also notify the Parish Council at the earliest opportunity.

15.9 It is advisable that Tenants take out their own Public Liability Insurance Policy and insure any shed, greenhouse or poly tunnel on their plot.

16. Unauthorised Persons

16.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the site.

16.2 The Tenant is responsible for the behaviour of children and adults visiting the Allotment. In an instance where a visitor breaches site rules then the Tenant will be held equally responsible.

16.3 Allotments are not suitable for large private gatherings of 6 people or more. The playing of amplified music is forbidden. Barbeques or other outdoor cooking equipment are forbidden (other than a pre-arranged event with authority from the Parish Council).

17. Plot Numbering, Plot Splitting and Notices

17.1 Tenants must mark the Allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be easily visible from the haulage way or main access path.

17.2 Where plots do not have numbers clearly on display the Council reserves the right to paint numbers on sheds or water butts. Plots without suitable numbering are in breach of tenancy and can be put on notice by a Council officer.

18. Change of Address and Notices

18.1 Tenants must immediately inform the Council, in writing, of changes of address, email address, telephone number or status.

18.2 Notices to be served by the Council on the Tenant may be: a) Sent to the Tenant's address by post, email, registered letter, recorded delivery or hand delivered; or b) Served on the Tenant personally; or c) Placed on the plot.

18.3 Notices served under paragraph 16.2 will be treated as properly served even if not received.

18.4 The information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to correspond with you, provide information and send invoices and receipts relating to your allotment tenancy. Your personal information will not be shared with or provided to any other third party.

19. Application

19.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented Allotments.

19.2 Where Allotment tenancies are rented to a group i.e. a school, they are asked to select a designated named Tenant but are collectively subject to all the rules of the site.

20. The Council's Responsibilities

20.1 The Council shall pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the Allotment.

20.2 Administration: Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.

20.3 Repairs and maintenance: Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; perimeter hedges and tree management.

20.4 Rubbish clearance: To remove rubbish which has been fly-tipped.

20.5 Liability: The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on Allotment and need not replace any shed and or greenhouse which is destroyed or damaged.

20.6 The Parish Council aims to provide a high quality of Allotment service. If, however, you are unhappy with the service, in the first instance, please write to Betchworth Parish Council.

21. Tenancy Termination

21.1 On the termination of this tenancy, the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1980 but if the Tenant shall have been paid or promised any compensation by any incoming Tenant of the Allotment the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

21.2 The Tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners: a. by either party giving to the other twelve months' previous notice in

writing expiring on or before the first day of April or on or after the twenty fifth day of September in any year; b. by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or i. if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or ii. if the Tenant shall become bankrupt or compound with his creditors. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the Allotment Garden/s AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.