



# FELIXSTOWE TOWN COUNCIL

## Allotment Tenancy Agreement

THIS AGREEMENT made on the [xxth] day of [Month] [Year] between **FELIXSTOWE TOWN COUNCIL** Town Hall, Felixstowe IP11 2AG ('the Council') and [Tenants name] of [Tenants address IP11] ('the Tenant') by which it is agreed that:

1. The Council shall let to the Tenant the Allotment Garden situated at [allotment site], Felixstowe and referenced as [allotment site] in the Council's Allotment Register ('the Allotment Garden')
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the [xx<sup>th</sup>] [Month] [Year] and thereafter from year to year unless determined in accordance with the terms of this Tenancy.
3. The Tenant shall pay a yearly rent of £[.....] whether demanded or not which shall be payable in full on the [xx<sup>th</sup>] [Month] and for every year after the first year of the tenancy on the [xx<sup>th</sup>] day of [Month]. This first year rent includes any "new Tenant" discounts and is subject to annual upwards review.
4. The essence of this Agreement is to allow the quiet enjoyment of the Allotment Garden without any encroachment or disturbance to paths, tracks and neighbours. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by the Tenant and the Tenant's family.
5. The Tenant shall not sell produce from, or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. During the Tenancy, the Tenant shall:
  - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
  - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade; if any animal on an allotment is deemed a nuisance, health hazard or their well-being is affected then it can be removed. All livestock is subject to strict welfare codes enforced by the RSPCA and DEFRA and covered by the Animal Welfare Act. The Act states that all animals have basic needs that must be fulfilled by their owner or keeper;
  - d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent; any dogs brought to the site must be kept under close control on a lead, tethered or in a secure cage at all times. They must not be allowed to enter other tenant's plots and any fouling must be removed from the site.

- e) except for a shed or greenhouse, each no larger than 9 sq m (50 sq ft) or any buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above, not erect any other building or structure on the Allotment Garden without first obtaining the Council's written consent and any necessary planning permission;
  - f) not allow the area of the Allotment Garden used for sheds, parking, internal paths and grassed or otherwise uncultivated areas to exceed 10% of the Allotment Garden area;
  - g) not assign the Tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - h) not fence the Allotment Garden without first obtaining the Council's written consent;
  - i) maintain and keep in good repair any fences and gates forming part of the Allotment Garden;
  - j) trim and keep in decent order all hedges forming any part of the boundary of the Tenant's Allotment Garden;
  - k) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission; small, well pruned soft fruit bushes shall be exempt provided they are planted so they do not affect neighbouring tenants;
  - l) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission; reasonable pruning of fruit trees will not require consent;
  - m) be responsible for ensuring that any person present in the Allotment Garden with or without the Tenant's permission does not suffer personal injury or damage to his property; invited visitors and family must not trespass on other Allotment Gardens; Tenants should consider the need for insurance to cover their liabilities for accidents and damage.
  - n) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - o) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another Tenant;
  - p) not bring, nor permit to be kept, on site any hazardous material, such as asbestos, controlled substances or chemicals, and inform the Council immediately if such materials are suspected to be on site;
  - q) take care at all times when driving vehicles on site and not drive vehicles on paths or tracks when conditions are wet or muddy so as to prevent damage to common areas.
7. The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
  8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
  9. The Tenancy may be terminated by the Council serving on the Tenant not less than twelve months' written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.

10. The Tenancy may be terminated by the Council at shorter notice by service of seven day's written notice on the tenant if:
  - a) the rent is in arrears for 40 days or;
  - b) three months after the commencement of the Tenancy the Tenant has not observed the rules referred to in clause 6; or
  
11. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the Tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
  
12. The termination of the Tenancy by the Council in accordance with clause 10 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
  
13. The Tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit.
  
14. On the termination of the Tenancy, the Tenant shall be liable for all costs of removing any shed, greenhouse or other building/structure and any other materials remaining at the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
  
15. Any written notice required by the Tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the Tenant shall be addressed to the Council's Allotments and Cemeteries Administrator.
  
16. In the event of injury, sudden illness, theft, vandalism or break- in, there may be a need to make urgent contact with you or your family out of Council Office Hours. The Council would therefore like to pass on your contact details to those most likely to need them. [I/We] agree to our contact details being given to:

Felixstowe Police

Felixstowe Society of Allotment & Leisure Gardeners

Please delete as appropriate:

Yes/No

Yes/No

Signed by

.....  
The Tenant[s]

and

.....  
For and on behalf of the Council