

GREAT AYTON PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT

This agreement made on: DD/MM/YY

Between:

Great Ayton Parish Council ('the Parish Council')

And:

NAME

Address:

WW
XX
YY
ZZ

NB: Changes of address or other contact details must be notified immediately.

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 **99AA** in the Allotment Register.
2. 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.
3. 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.
4. The rate of the annual rent and the date of the rent collection day will be reviewed and determined by the Parish Council annually and publicised with at least 4 week's notice.
5. 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.
6. 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.
7. Allotment tenants are encouraged to become members of the National Allotment Society.
8. 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 is encouraged to use the allotment for the cultivation of fruit, vegetables and flowers.
2. The tenant may keep a small number of poultry or fowl in appropriate accommodation within any plot only with agreement from the Parish Council or its representatives. Pigeons may be kept only where a historical 'special permission' exists, but no new requests to keep pigeons will be granted. 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.
3. The tenant must seek agreement from the Parish Council to keep a bee hive in consideration of other tenants.
4. The tenant shall not sell or undertake a business in respect of any item in regulation clause 1, 2 and 3. Produce must be for the enjoyment or consumption by the tenant, their friends and family only.
5. 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.
6. The tenant may erect a shed or greenhouse with written agreement from the Parish Council or its representatives. 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.
7. 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.
8. 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.)
9. 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.
10. 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.
11. Tenants 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.

12. Tenants 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.
13. 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.
14. 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.
15. 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 be used for this purpose as it becomes heavy & decomposes when waterlogged thus effectively becoming a form of fly-tipping.) **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.**
16. Bonfires and incinerators are allowed only on strict adherence to Hambleton District Council guidance available from https://www.hambleton.gov.uk/info/20132/pollution_and_other_hazards/165/smoke_and_fires. 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.**
17. 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.
18. 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/
19. 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.
20. 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 on the Tenant not less than twelve months written notice to quit delivered in April or October in any year.
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. The tenancy may be terminated by the Tenant by serving the Parish Council not less than one month written notice to quit.
4. 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.
5. On termination of the tenancy the Tenant must leave the plot in a tidy and clean condition suitable for immediate re-letting. If the Parish Council has to carry out work to re-let the plot, then any deposit payment will become forfeit. In the event that significant costs are incurred by the Parish Council to re-instate a plot then action may be taken to seek redress from the former tenant.
6. 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.
7. Any 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 Hambleton District 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 these can be found on the Parish Council website for the avoidance of doubt.

In cases of ambiguity / dispute then the Parish Council's decision is final.



Signed:
(The Parish Council's Proper Officer for and on behalf of the Parish Council.)

Date: 15/01/21