



# COLTISHALL PARISH COUNCIL

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## ALLOTMENT TENANCY AGREEMENT

Tenant's Name:

Tenant's Postal Address:

Tenant's Email Address:

Tenant's Telephone Number:

Date of Commencement of Agreement: 1<sup>st</sup> April 2023

Plot Number:

Rent Per Annum, (subject to annual rent increase ratified at AGM): £20 per plot

Rent Due: 1<sup>st</sup> April 2023

I hereby accept and agree to abide by the Conditions of Tenancy laid down by Coltishall Parish Council as set out below.

\_\_\_\_\_  
Signed by Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Parish Clerk behalf of Coltishall Parish Council

\_\_\_\_\_  
Date

## TENANCY RULES AND REGULATIONS

Subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

### 1. Allocation of Vacant Allotments

1. All tenants will be over the age of 18 and Association members of Coltishall Allotment Association.
2. Vacant allotments on site will be offered to residents of Coltishall first, and subsequently to other applicants at the discretion of the Parish Council.
3. Where a plot falls vacant because of a tenant's death, the plot, if it can be shown that a member of the tenant's immediate family has been jointly cultivating the plot for a period of time and wishes to take on the tenancy, may be offered to them at the discretion of the Parish Council.

### 2. Assignment

1. The Tenant shall not under-let, assign or part with the possession of the Allotment or any part thereof without the written consent of the Parish Council. (This shall not prohibit another person, authorised by the plot holder, from cultivation of the plot for short periods of time when the tenant is incapacitated by illness or is on holiday, the Allotments Chairman to be informed of the person's name)
2. The Allotment Committee or Parish Council may order any person wrongly allowed onto the site in breach of the rules to leave immediately.
3. The Parish Council may take action for breach of their tenancy agreement against any Tenant who the Committee reasonably believes was responsible for allowing any person to be on the site who contravenes any of the Tenancy rules.

### 3. Rent

1. The annual rent is due for payment by the Tenant on the **1st of April each** year.
2. If the rental remains unpaid for a period of not less than 40 days the plot shall be considered vacant and be let to the next person on the waiting list.
3. Rent increases will be proposed by the Committee and ratified at the AGM each year. If the rent is increased at an AGM, the new rate will not be effective till the following year.
4. Water supply shall be included in the rental charge.

### 4. Cultivation and Use of Allotment

1. The Tenant shall use the plot as an Allotment and Leisure Garden only (that is to say wholly or mainly for the production of vegetables, fruit, flowers and crops for consumption or enjoyment by the tenant and his/her family) and for no other purpose and to keep it free of hazards, e.g. broken glass, scrap metal etc. No glass allowed on site at all. It must be kept reasonably free from weeds and in a good state of cultivation and fertility and in good condition.
2. The tenant shall have at least  $\frac{1}{4}$  of the plot under cultivation of crops after 3 months and at least  $\frac{1}{2}$  of the plot under cultivation of crops after 12 months and thereafter.
3. The maximum area for hard landscaping e.g. patio or internal paths etc. is 20%
4. The Tenant may not carry on any trade or business from the allotment site (A **small amount** of surplus produce may be sold as an ancillary to the provision of crops for family).
5. The tenant shall not enter onto any other plot at any time without the express permission of that plot holder.
6. Any children that accompany the plot holder or any persons accompanying the plot holder or with permission of the plot holder to enter their plot to cultivate or harvest may not at any time enter onto another plot without the express permission of that plot holder. The plot holder has full responsibility for the actions of children and others entering the site with his permission.

7. The Tenant shall not without the written consent of the Committee cut or prune any timber or other trees, apart from recognised pruning practices of fruit trees, or take, sell or carry away any mineral, gravel, sand, earth or clay.

8. The Tenant shall keep every hedge that forms part of the boundary of his allotment garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment.

9. The Tenant shall not use any barbed/razor wire for a fence adjoining any path set out by the Committee for the use of the occupiers of the Allotment.

10. The Tenant shall not deposit or allow other persons to deposit on the Allotment any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the allotments field.

11. The Tenant must cover any manure on site which has not been dug in.

12. Delivery of bulk manure must be covered immediately and removed to the plot within a maximum of 7 days.

13. All non-compostable waste to be removed from the site by the tenant.

14. Public paths and haulage ways (roads) must be kept clear at all times.

15. The Tenant shall not bring any form of carpet or underlay or similar materials to the plot for use as weed-suppressing mulch;

16. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Committee

17. Tenants must not remove produce from any other allotments without the express permission of the tenant.

18. The main access gate shall be closed at all times for the protection of lone tenants and prevention of unauthorised visitors.

19. **All plot holders must let the Allotment Committee, or the Parish Council, know if there is an on-going situation or circumstance which prevents you from being able to cultivate and maintain your plot for a period of time.** This will enable the Committee to understand what is happening when a plot appears to have been neglected.

## 5. Insurance

The Allotment Association has Public Liability insurance for all its members.

## 6. Local Authority Officers

Tenants must comply with any directions given by an Officer directed so to do by the Local Authority.

## 7. Inspection

An Officer of the Local Authority if so, directed by the Local Authority may enter onto the site for inspection of allotment plots and or sheds, greenhouses and poly tunnels, and full access must be given by the tenant, within reason, at a mutually agreed time.

## 8. Water/Hoses Bonfires

1. The Tenant shall practice sensible water conservation, utilise **covered** water butts on sheds and other buildings and consider mulching as a water conservation practice.

2. The Tenant shall have consideration for other Tenants when extracting water from water points provided by the Association at all times. **No hoses connected to the mains supply are to be used to irrigate crops.**

3. Bonfires are allowed for the burning of **materials from the allotment only** i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of

16.00 and 20.00 from April to September and 12.00 and 16.00 from October to March. All fires must be **attended at all times** and not cause a nuisance to neighbouring residents. All fires to be **fully extinguished before leaving the site**.

4. The tenant shall not bring or allow to be brought on to the allotment site any materials for the purpose of burning such waste.

## **9. Conduct**

1. The Tenant must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.

2. The allotment may not be used for any illegal or immoral purposes and the tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment.

## **10. Livestock and Dogs**

1. The Tenant shall not bring or cause to be brought onto the allotment field any dog unless it is held at all times on a leash, and remains on the tenants plot only. **Any fouling to be removed and disposed of off-site by the Tenant.**

2. The Tenant shall not keep any livestock on the allotment (hens and rabbits only, **no cockerels are permitted**) to the extent permitted by the Allotments Act 1950 section 12, without the prior written consent of the Committee.

3. Livestock must be kept so that they are not prejudicial to health or a nuisance.

## **11. Building and Structures**

1. The Tenant shall not without the written consent of the Committee erect any building on the Allotment, provided that consent shall not be refused under this clause to the erection of any building reasonably necessary for the purpose of keeping livestock (hens or rabbits) or be unreasonably withheld to the erection of a garden shed greenhouse or poly tunnel. The maximum size and positioning shall be determined by the Committee.

2. If the Tenant erects a shed or building with permission of the Committee, it is the Tenant's responsibility to dismantle and remove any buildings when the tenancy is terminated. If this has to be removed by the Committee, the removal costs will be billed to the Tenant. If an arrangement is made by a new Tenant to retain the shed on the plot then he/she becomes similarly responsible.

3. The Tenant shall keep all sheds, greenhouses, poly tunnels and other structures in good repair to the satisfaction of the Committee. Failure to do so after a warning may result in an order by the Committee to remove the structure.

4. The storage of oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container, maximum of 5 litres for use in garden equipment only.

5. The Association and the Parish Council will not be held responsible for loss by accident, fire, theft or damage of any tools or contents in any shed, greenhouse or poly tunnel.

## **12. Chemicals/Pests/Diseases and Vermin**

1. Only commercially available products from garden or horticultural suppliers, (no agricultural or professional horticultural products) shall be used without the prior approval of the Committee for the control of pests, diseases or vegetation provided that the application shall not be detrimental to the cultivation of nearby plots or cause annoyance to adjacent plot holders. You should select products which do the least amount of harm to the environment.

2. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002) available information from the Local Authority.

3. Any incidence of vermin (rats) on the site must be reported to the Committee who will inform the parish council regarding any action to be taken.

### **13. Disputes**

Disputes between tenants will be referred to the Committee for due process and the decision of the Committee will be binding on all tenants involved in the dispute.

### **14. Termination of Tenancy**

1. The tenancy of the Allotment shall terminate on the death of the Tenant.
2. By the Tenant giving the Parish Council 28 days written notice
4. It may also be terminated by the Parish Council without prejudice to any right of the Association to claim damages for any breach of the tenancy rules or to recover any rent due but remaining unpaid by 28 days written notice to quit, if
  - (a) The rent is in arrears for not less than 40 days OR
  - (b) If the Tenant is not duly observing the conditions of his tenancy OR
  - (c) Eviction for Non-Cultivation. There will be two letters, the first a warning letter giving 30 days to respond with a cogent reason for the non-cultivation and a plan to bring the plot into cultivation within a reasonable time, the second a 28-day eviction notice. These will be sent by the Parish Council.
5. In the event of a termination of the tenancy the Tenant shall leave the plot in a clean and tidy condition. If in the opinion of the Committee or Parish Council the plot has not been left in a satisfactory condition, any work carried out by the Committee to return the plot to a satisfactory condition shall be charged to the previous plot holder (Tenant) (Allotments Act 1950 s.4)

### **15. Compensation**

In the event of the disposal of allotments by the Local Authority for any reason then compensation will be payable to the outgoing tenant for crops or improvements on account of the allotment being required. (Allotment Act 1922 s.10).

### **16. Change of personal details**

Tenants must immediately inform the Parish Council of any change of address, telephone number or email address.

### **17. Notices to be served by the Parish Council on the Tenant may be**

1. Sent to the Tenant's last known address by post or hand delivered.
2. Served on the Tenant personally.

**18. Notices to the Parish Council** - should be sent to the Parish Clerk of the Parish Council

### **19. Personal Data**

1. By signing this tenancy agreement you are giving consent to Coltishall Parish Council to hold your personal data. We will always treat your personal information with great care. The purpose for processing the information is for Article 6(c)(e) GDPR – for accounting and operational purposes. The period for which the personal data will be stored is for the length of the tenancy agreement and a further 7 years as required by HMRC.

**The National Society of Allotment & Leisure Gardeners Ltd advises that two copies of the Tenancy agreement and rules be prepared.** One copy should be handed to the Tenant, one should be retained by the Parish Council. **All tenants shall be given a copy and have read the allotment rules before signing the Tenancy** and be reminded of the rules at each renewal date.

