

OLD BOLSOVER TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT (Subject to the Allotment Acts 1908 – 1950)

Allotment Site		Garden No.	
Received the sum of £	 Signed	
email	Telephone number		

This AGREEMENT is made on the _____ day of _____ 2020

BETWEEN Old Bolsover Town Council of Town Hall, Cotton Street, Bolsover, Derbyshire S44 6HA (hereinafter called 'the Council') (The Town Clerk duly authorised) and _____ of (address) _____ hereinafter called "the Tenant") which it is agreed that:

1. The Council shall let the Allotment Garden as shown above to the tenant for a term of nine months commencing on the first day of January 2020 unless determined in accordance with the terms of this tenancy.
2. The tenant shall pay a rent without deduction in advance as designated in the Council's fees and Charges for the period whether demanded or not.
3. The tenant shall pay a refundable deposit bond equal to half the annual rent. Such bond to be returned will be returned on cessation of a tenancy subject to an inspection of the garden to determine its condition.
4. the tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by the tenant and their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. The tenant shall reside within the parished area of Old Bolsover Town Council during the tenancy.
7. The tenant must immediately inform the Council of any change of address, telephone number or email address..
8. During the tenancy, the tenant shall
 - a) keep the allotment garden clean and in a good state of fertility and cultivation, free from weeds and noxious plants.
 - b) not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the allotment site and must conduct himself appropriately at all times.
 - c) not keep livestock or poultry in the allotment garden other than up to two rabbits or ten hens which shall not be kept for a business or a trade. No cockerels are permitted.
 - 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;
 - d) not store oil, fuel, lubricants or other inflammable liquids except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the allotment garden. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday provided that the council is informed of the other person's name and contact details)
 - f) not except for buildings or structures which are reasonably necessary for the keeping of hens or rabbits referred to in c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse, fence, gate or other building or structure on the allotment garden without first obtaining the Council's written consent and if appropriate planning permission. Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures.
 - g) keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
 - h) practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
 - i) have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time.
 - j) keep every hedge that forms part of the allotment garden properly cut and trimmed and all ditches properly cleansed and to maintain and keep in good repair buildings, fences and gates on the allotment gardens.
 - k) ensure that any service path or track is kept clear from obstructions and is solely used by tenants whose gardens are served by the said path or track.
 - l) not deposit or allow persons to deposit in the allotment garden any rubbish, refuse or 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 allotment site.
 - m) cover any manure on the allotment garden which has not been dug in.
 - n) remove all non compostable waste from the allotment site
 - o) not utilise carpets or underlay on the allotment garden
 - p) ensure that only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation and that the use and storage of such sprays and fertilise comply at all times with current regulations.

- q) not plant any tree, shrub, hedge or bush or take, sell or carry away any soil, gravel, sand or clay emanating from an individual garden without first obtaining the Council's written permission.
 - r) not cut, prune, lop or fell any tree growing on the allotment garden without first obtaining the Council's written consent and if appropriate planning permission;
 - s) ensure all garden waste is composted or recycled.
 - t) 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;
 - v) not allow or invite any vehicle to make deliveries to or collections from any garden. Any deliveries or collections should be carried out from the nearest highway point excepting deliveries of manure which can be made by small tractor consistent with safe use of any access track.
 - v) permit an inspection of the allotment garden at all reasonable times by the Council's employees or agents;
 - w) 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 of another tenant.
 - x) not bring or cause to be brought onto the allotment site a dog unless it is held at all times on a leash, and remains on the tenant's allotment garden only. Any faeces to be removed and disposed of off-site by the tenant. The dog should not be allowed to cause nuisance to others tenants. Dogs are not to be kept for longer than 8 hours and must only be present at times when the garden is occupied by the tenant.
 - y) not use the allotment or any structure on the allotment for any illegal, immoral or anti-social purpose or activity and the tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the allotment garden.
 - z) not enter onto any other plot at any time without the express permission of the relevant plot holder.
 - aa) not allow any person who accompanies the tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The tenant is responsible for the actions of children and others entering the allotment site with their permission.
 - ab) not remove produce from any other plot without the express permission of the relevant plot holder.
 - ac) observe additional rules and allotment guidelines that the Council may make or revise for the regulation and management of the allotment garden and other allotment gardens let by the Council.
 - ad) at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment site.
9. The Council shall pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the allotment garden.
10. The tenant shall not erect any notice or advertisement on the allotment site without prior consent of the Council.
11. Any cause or dispute between the tenant and any other occupier of an allotment garden in the allotment field shall be referred to the Council whose decision shall be final.
12. The Council will not be held responsible for loss by accident, fire, theft or damage from the allotment garden.
13. 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 6th day of April or on or after the 29th day of September in any year.
14. The tenancy may be terminated by the Council by service of one month's written notice 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 8;
 - or
 - c) the tenant lives more than one mile outside the parished area of Old Bolsover.
15. The tenancy shall automatically cease on the next rent day after the death of the tenant without refund or compensation.
16. 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.
17. The termination of the tenancy by the Council in accordance with Clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
18. The tenancy may be terminated by the tenant by serving on the Council not less than one months' written notice to quit.
19. The tenancy shall terminate by re-entry by the Council after three months previous notice in to the tenant in writing on account of the allotment garden being required for building, mining, or sewers necessary in connection with any of those purposes.
20. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden and leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenancy (s4. Allotments Act 1950) unless the Council agrees otherwise which shall be confirmed in writing to the tenant.
21. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address provided to the Council in this agreement or subsequently notified to the Council in writing. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

I hereby agree to the terms and conditions of this agreement.

Tenant Council Representative