



NEWTON POPPLEFORD AND HARP FORD PARISH COUNCIL TENANCY AGREEMENT FOR ALLOTMENT HOLDERS

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 2023 between Newton Poppleford and Harpford Parish Council of The Pavilion, Back Lane, Newton Poppleford EX10 0EZ ('the Council') and *[insert full name of tenant]* of *[insert tenant's address]* ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Newton Poppleford and referenced as *[insert number]* 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 1st day of April 2023 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 £X per quarter plot whether demanded or not which shall be paid in full on the 1st day of April 2023 and for every year after the first year of the tenancy on the 1st day of April. In addition, the tenant shall pay an amount in respect of water supply charges and maintenance per annum which, for the period 1st April 2023 to 31st March 2024, will be £X (X pounds) per quarter plot. Water charges may fluctuate according to site usage and the Council reserves the right to regulate the water supply in drought conditions. Any such fees are non-refundable, even upon cessation of tenancy.
4. For new tenancies, a reinstatement deposit £50 (fifty pounds) per tenancy is payable and will be returned to the tenant on termination of this agreement subject to the plot being in a satisfactory state on vacation. Such deposit may be used by the Council for any reinstatement of the allotment garden at the end of the tenancy into the condition it was in prior to the commencement of the tenancy and in this case will not be refunded to the tenant. Photographs of the plot will be taken at the commencement of the tenancy. Costs incurred by the Parish Council include, but are not limited to, time taken by contractors and volunteers to reinstate the allotment plot, charged at a reasonable rate.

5. Fees are to be paid in advance, preferably by cheque or BACS payment. Any cash payments must be made to the Parish Clerk directly for which a receipt will be issued.
6. The Allotment plot(s) is/are provided by the Council to the Tenant under the Smallholdings Act 1908 (s.23) and the Allotments Act 1950 (s.9) for the purposes of gardening and especially vegetable growing for domestic consumption. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
7. The tenant shall reside within the parish of Newton Poppleford and Harpford during the tenancy. Should a plotholder move away from the Parish during the term of their tenancy they may retain their plot on the proviso that they are still able to adhere to these rules and regulations.
8. All new tenancies will be entered into on an initial 12-month "probationary period" during which the allotment tenant, allotment manager and Clerk to Council will meet periodically to assess the use of the plot(s) to ensure compliance and adherence to these Terms & Conditions for the betterment of the entire site.
9. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation, in particular, during the growing season (Feb-Sept);
 - 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 except as permitted under Section 12 of the Allotment Act 1950, but approval to keep such animals is subject to stringent animal welfare requirements in terms of accommodation and access to water. Please refer to the Clerk or the National Allotment Society website www.nsalg.org.uk for full details;
 - d) keep dogs on site under control at all times and remove all dog waste;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden without the prior written consent of the Council;
 - f) except for buildings or structures which are reasonably necessary for the keeping of livestock 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 or other building or structure on the Allotment Garden without first obtaining the Allotment Manager's approval in advance and, if appropriate, planning permission;
 - g) keep any shed or greenhouse in good repair with the roof firmly secured. Any breakage to glass to be repaired immediately and broken glass removed from site;
 - h) not occupy any shed or structure on site between the hours of 10pm and 6am and, under no circumstances, to use such structure as accommodation, either temporary or permanent;

- i) not fence the Allotment Garden without first obtaining the consent of the Allotment Manager;
- j) not use barbed wire on site;
- k) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
- l) clearly display the Allotment plot number with signage provided and maintained by the Council.
- m) trim and keep in decent order all hedges forming part of the Allotment Garden;
- n) not plant any tree, shrub, hedge or bush without first obtaining the Allotment Manager's permission;
- o) 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;
- p) 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;
- q) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- r) 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.
- s) store, use and dispose of chemicals responsibly and with respect for other users who may wish to grow organic produce. Although not prohibited, the use of chemicals containing glyphosates and neonicotinoids is actively discouraged. The Garden Organic Association provides helpful information regarding organic alternatives to these products;
- t) only light bonfires (in appropriate containers where possible) to burn organic material which has been produced or created on the allotment site. Bonfires must not be lit during very dry spells or periods of drought. The burning of painted, treated or man-made timber is prohibited as is the use of flammable liquids to initiate or accelerate ignition. Under NO circumstances, may waste materials be brought onto the site from elsewhere for disposal, burning or storage without the prior written consent of the Allotment Manager or Parish Clerk; neither shall waste materials created as a result of commercial activity be brought onto the site for disposal, storage or burning. The Council reserves the right to extinguish any bonfire which it believes is causing a nuisance to other allotments tenants or which are being used in contravention of the rules. Failure to adhere to these regulations may lead to the forfeiture of the tenancy plot as per these Terms and Conditions. Bonfires must never be left unattended and must be fully extinguished before the tenant leaves the site. Copies of the East Devon District Council guidance notes for bonfires are available upon request.

10. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden from time to time. This

tenancy agreement is subject to annual review by the Policy and Personnel Committee.

11. The Council authorised the installation of two Eco-Toilets on site for the use of allotment holders and their guests. The provision of this amenity is subject to stringent rules and regulations regarding their use and the treatment of the human waste created. All waste materials **MUST** be composted according to the principles of Eco-Composting and plot-holders are asked to forward all concerns or reports of damage or disrepair or pollution to the Parish Clerk to deal with. Please note that human waste, until made inert by composting, is a bio-hazard as per the statutory regulations of the Environmental Protection Act 1990 and there are severe financial and legal consequences for non-compliance with this law. Those with medical conditions or undergoing any form of radiation treatment are asked to follow medical advice as to whether it is appropriate for them to utilise these facilities. The waste containers are to be emptied by authorised personnel only.
12. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon 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 allocation of Allotment plots is solely at the discretion of the Council and the tenancy may be terminated by the Council by service of one month'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 9; or
 - c. the tenant has failed to comply with a Notice of Non-Cultivation; or
 - d. the tenant's behaviour is deemed to be anti-social, unreasonable, unacceptable or abusive - which includes the persistent use of language that others find offensive, obscene or upsetting.
15. 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.
16. The termination of the tenancy by the Council in accordance with clause 14 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
17. In the event that the Parish Council determines that a plot shall be withdrawn or a tenancy agreement rescinded due to a breach of the allotment regulations which

the Council considers to be of such magnitude that the circumstances warrant an immediate suspension, it will communicate this decision to the tenant in writing at the last known address held on Council's files and will then;

- Suspend the tenants agreement and withdraw their right to access the site,
- Consider the suspension decision at the next FULL Council meeting.

The Clerk to the Parish Council, in consultation with the Allotment Manager, and either the Chair of the Parish Council, or the Chair of the Policy and Personnel Committee, has the Council's delegated authority to initiate such a suspension with immediate effect if circumstances dictate such action. Any such decision would be conveyed to all members of Council as soon as possible after the suspension notice is issued and the matter would be discussed at the earliest Council meeting convened thereafter. The tenant in question has the Right of Appeal against this decision.

18. The tenancy may be terminated by the tenant by serving on the Council not less than 30 days written notice to quit.
19. Tenants are responsible for any liability insurance cover for their individual plot.
20. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Allotment Manager agrees otherwise which shall be confirmed in writing to 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. Any notice to be served by the tenant shall be addressed to the Council's Clerk c/o The Pavilion, Back Lane, Newton Poppleford EX10 0EZ.
22. The Allotment Manager, Allotment Management Committee and Site Maintenance Operative are appointed by the Council and any comments or complaints should be directed to the Parish Clerk in the first instance.
23. If you have any concerns about activities on or management of the Allotment Garden please contact the Clerk to the Parish Council at the above address or by email to theclerk.nph@gmail.com

Signed by

.....
The tenant, and

.....[signature of the Council's Proper Officer]
[insert name and job title in capital letters]
For and on behalf of the Council