

SKIPTON TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

1. THIS AGREEMENT is made on BETWEEN

1.1 Skipton Town Council (the Council) of 2nd Floor Barclays Bank Chambers, 49 High Street, Skipton, North Yorkshire, BD23 1DT and

1.2 Throughout this agreement the named person is referred to as “the Tenant” and Skipton Town Council is referred to as “the Council”.

2. WHEREBY IT IS AGREED as follows:

2.1 Agreement to let

2.1.1 The Tenant agrees to take the allotment garden(s) situated on *** and numbered ** from 1 October 2014 to 30 September 2015 on an annual tenancy at the current annual rent of £**.**.

2.2 Rent & Tenancy Agreement

2.2.1 The Tenant agrees to pay to the Council the annual rent of £**.**. payable in advance of the date stated in Clause (1) of this agreement.

2.2.2 If the rent is not paid by 40 days after the commencement date stated in Clause (1), the tenancy shall be terminated automatically.

2.2.3 The rent currently in force will be subject to annual review by the Council.

2.2.4 If the tenancy agreement is not returned signed and witnessed by *****, 40 days after the date stated in Clause (1), the tenancy shall be terminated automatically.

3. Details of the Tenancy

3.1 The tenancy is subject to current allotments legislation and also the following conditions. The

3.2 Alienation

3.2.1 The Tenant shall not sublet or assign or part with possession of any part of the allotment garden. If the Tenant is unable for any reason to maintain the full extent of the garden in accordance with this agreement, arrangements may be made to sub divide the garden and put in place a new tenancy agreement.

3.2.2 If a third party assists with the maintenance of the garden, that person has no rights under this agreement, unless the third party has been nominated by the Tenant to take over the tenancy in the event of the Tenant being unable to maintain the garden for any reason other than the termination of this agreement in accordance with clauses 3.15.1 or 3.17. In the event of the Tenant being unable to maintain the garden the Tenant’s nominee will be given the opportunity to assume the Tenant’s interest in this agreement. In the absence of a third party nominee notified to the Council by the Tenant, or if the nominee does not wish to assume the interest in this agreement, the Council will offer the garden to the next person on the waiting list for allotments.

3.2.3 It is the Tenant’s responsibility to notify the Council of any change of identity or change of contact details for the third party. The Council will give the third party first refusal on the garden

in the event of the Tenant having to relinquish the agreement. The Council will contact the third party using the contact details they hold at the relevant time. Should these be incorrect, the garden will be offered to the next person on the waiting list.

3.3 Use and Conduct

3.3.1 Unless otherwise approved in accordance with Clause 3.9.1 the Tenant shall use the garden as an allotment and leisure garden only, for the production of vegetables and fruit for consumption or enjoyment by the Tenant and his/her family and for no other purpose and not for profit.

3.3.2 The Tenant shall not enter onto any other garden at any time without the express permission of that garden holder. Where an allotment has been vacated it remains the property of the Town Council, and no-one should enter onto it without the express permission of the Council. Where property, including structures, tools and materials have been left on a vacant allotment, such items automatically become the property of the Council, unless the outgoing Tenant has made arrangements for them to be passed to a third party. Where such arrangements have not been made the Council will pass ownership of the property to the incoming Tenant. The removal of property from a vacated allotment without the permission of either the outgoing Tenant, the Council, or the incoming Tenant, constitutes theft and will be reported to the Police.

3.3.3 The Tenant and any visitors invited to the garden by the Tenant must not cause any nuisance or annoyance to other Tenants or neighbouring residents of the allotment site and must conduct themselves appropriately at all times. The Tenant is responsible for ensuring that any visitors invited to the garden comply with this condition.

3.3.4 When asked to consider a neighbour's proposals for a structure, planting or animals, a Tenant must not unreasonably withhold consent.

3.4 Cultivation

3.4.1 The Tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. "Properly cultivated" means that all of the garden is being worked all year round. The bases for any permanent structures (such as greenhouses, sheds and poly tunnels), water butts and compost heaps must be sited within the garden boundary and these areas are exempt from this requirement to cultivate.

3.4.2 Under no circumstances should carpet material be used as a weed suppressant.

3.4.3 Within the first three months of the tenancy 25% of the garden must be under cultivation with crops. This is discretionary on the condition of the garden at the time of the tenancy agreement and the time of the year the garden is let. After three months it must be seen that the garden is regularly tended to, and showing signs of progress. The remainder of the garden must be under cultivation with crops within twelve months.

3.4.4 The Tenant must notify the Council of any change in circumstance which might temporarily prevent cultivation of the garden such as prolonged holiday, accident or illness.

3.5 Allotment Boundaries

3.5.1 The Tenant shall keep all footpaths and other common areas adjoining the garden in good condition, including mowing, weeding and keeping them free from obstructions.

3.5.2 The Tenant must not move original boundary markers to encroach on other allotment gardens. Should this occur, the Tenant will be asked to move the boundary back to its original position.

3.5.3 The Tenant must not obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the gardens within the allotment site (cars may be parked on roadways only for the purposes of loading and unloading, and on individual gardens only where space has been cleared for this purpose within the confines of the garden).

- 3.5.4 The Tenant must maintain, in good repair, any fences or other markers along the boundaries of the allotment garden shown on the attached plan (the boundaries for which the Tenant is responsible).
- 3.5.5 The Tenant must not use any material which could present a danger to others such as razor wire and broken glass, in the construction of fences and boundary markers only. Barbed wire can be used but at a height no less than 1.5 metres.
- 3.5.6 The Tenant agrees to provide, fix and maintain, in good condition, in a conspicuous position on the front of their garden, a small board bearing the garden number.
- 3.5.7 Where access to an allotment garden can be obtained only by crossing the Tenant's allotment garden, the Tenant must maintain that access at all times, including keeping all pathways clean, tidy and free of rubbish.

3.6 Green waste, bonfires and rubbish

- 3.6.1 Wherever possible the Tenant must compost all green waste on the garden in self built or purpose made containers. Any surplus must be offered to neighbouring tenants by the Tenant or disposed of offsite.
- 3.6.2 All refuse emanating from allotment cultivation that is not compostable must be disposed of offsite by the Tenant.
- 3.6.3 The allotment garden must be kept clean, tidy and free of rubbish and any objects that are no longer in use.
- 3.6.4 The Tenant will not deposit or allow other persons to deposit on the garden any refuse, toxic material or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges or ditches situated in the allotment site or in any adjoining land.
- 3.6.5 The cost incurred by the Council for the removing of any unauthorised refuse, toxic material or decaying matter deposited to the site, which the Council deems necessary to remove, will be recharged to the Tenant(s) responsible. In cases where the identity of the Tenant(s) cannot be ascertained the full cost of removal will be recharged to all allotment Tenants equally by way of an increase in rent in the succeeding year.
- 3.6.6 The Tenant will adhere strictly to the rules listed in Schedule 1 of this agreement if lighting bonfires.
- 3.6.7 The Tenant will not, without the prior consent in writing of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.

3.7 Environment

- 3.7.1 The use of and storage of chemicals and gas (including propane and butane) must be in compliance with current legislation, regulations and standards.
- 3.7.2 If using pesticides and insecticides, the Tenant must take all reasonable care to ensure that wildlife and adjoining garden hedges, trees and crops are not adversely affected.
- 3.7.3 Except for the provision of Clause 3.12.9, the Tenant must respect all wildlife that inhabits the allotment site and not harm any species in any manner that is in violation of current legislation, regulations and standards.

- 3.7.4 The Tenant is not to interfere, for any purpose, with meters, pipes or taps installed by the Council for the delivery of water to, and distribution around, the allotment site. A Tenant shall not interrupt the supply of water, for any purpose, without the express consent of the Council. Any charges incurred by the Council relating to any interference by the Tenant in the water distribution system will be recharged to the Tenant, and will result in the termination of the tenancy under section 3.17.1 c (ii) of this agreement.
- 3.7.5 The Tenant is not to use water sprinklers under any circumstances. Hosepipes, drip-feeders or other mechanised watering apparatus, can be used but not between the hours of 10 am and 4 pm in the period from 1 May to 30 September.
- 3.7.6 The charge, for any water supplied by the Council to an allotment site, shall be calculated separately for each one of the Council's sites. The amount recharged will be the same for each single garden to the site and shall be based on the actual cost for the water supplied to the whole site during the previous four quarters.

3.8 Structures, Trees, Bushes and Shrubs

- 3.8.1 Written consent from the Council is required to erect or place anything on the allotment garden, including sheds, greenhouses and polytunnels. Application forms are available online and from the Town Council Offices.
- 3.8.2 Written consent from the Council is required to plant any trees, bushes or shrubs. Application forms are available online and from the Town Council Offices.
- 3.8.3 The Tenant shall keep every hedge, shrub or bush that forms part of the garden properly cut and trimmed on a regular basis.
- 3.8.4 Permission will be granted if all stipulations in the consent form are met, on the condition that the structures will be well maintained and that they do not interfere with neighbouring allotments or residential properties.
- 3.8.5 The Council can order the removal within a reasonable timescale of any structure that has not been approved or is not well maintained.
- 3.8.6 The Tenant must remove from the garden any broken items such as glass from greenhouses and cold frames.
- 3.8.7 Tenants must be aware that any personal property which is placed on the allotment is not insured by the Council against theft, vandalism or storm damage. The Council is not liable for loss or damage to property. The Tenant must insure any personal belongings for these eventualities.
- 3.8.8 Tenants to provide, on any new structure, guttering and downpipe facilities feeding into a water butt. The butt must be designed to hold at least 100 litres of rainwater and be fitted with a suitable tap. This requirement is not applicable to Poly Tunnels.

3.9 Livestock

- 3.9.1 The Tenant will not keep any animals or livestock of any kind upon the garden without the proper consent in writing of the Council (such consent not to be unreasonably withheld) and where consent has been obtained, to adhere strictly to the relevant legislation, regulations and Codes of Practice governing the keeping of such animals. Application forms are available online and from the Council offices.

3.10 Dogs

- 3.10.1 No animals are to be brought onto the allotment garden, except dogs on leads, and all dog faeces are to be cleared and removed from the site.

3.11 Adverts

- 3.11.1 Tenants must not erect any notice or advertisement on the allotment garden, the perimeter fence or on the gates to the allotment site unless approved in writing by the Council.

3.12 Health & Safety

- 3.12.1 The Tenant shall take reasonable care for their own health & safety and for that of others who may be affected by what the Tenant does or does not do whilst on the allotment site.
- 3.12.2 The Tenant shall use in accordance with the manufacturer's instructions any tools, equipment, materials, chemicals, substances, and other items brought onto the allotments site for use or application in maintaining the allotment garden. The Tenant must ensure that all relevant safety advice is followed.
- 3.12.3 The Tenant shall not interfere with or misuse anything at the allotments site which has been provided by the Council for the health and safety of Tenants and others.
- 3.12.4 The Tenant shall co-operate with the Council on all aspects of health and safety.
- 3.12.5 The Tenant will report immediately to The Council anything observed on the allotments site which, in the Tenant's judgement, does or could affect the health and safety of the Tenant or others.
- 3.12.6 The Tenant will ensure that ponds are properly cleansed and maintained on a regular basis and that they are covered for the protection of children and animals. Health & Safety advice on how to look after ponds on allotment gardens can be obtained online and from the Town Council Offices.
- 3.12.7 The Tenant will keep the allotment garden free of anything, including glass and scrap metal, which could present a hazard to the Tenant and others.
- 3.12.8 The Tenant will ensure sheds, greenhouses and any other approved structures are sound, maintained in a safe condition, and kept free of hazardous contents.
- 3.12.9 The Tenant will not do anything which does or could encourage vermin and to report immediately to the Council anything observed on the allotments site which suggests that vermin are or may be present, including burrows, tracks, and droppings.
- 3.12.10 The Council will ensure, so far as is reasonably practicable, the Tenant's health and safety while on the allotments site by:
- a) Conducting regular inspections of the allotments site, at least once in the duration of this tenancy, to ensure the Tenant is complying with this agreement and to identify anything which does or could affect the health and safety of the Tenant or others.
 - b) Taking reasonable steps to ensure that all identified risks to the health and safety of the Tenant and others at the allotments site are dealt with appropriately.

3.13 Security

- 3.13.1 The Tenant will take all reasonable steps to ensure the security of the allotment garden and anything grown or brought onto the garden by the Tenant or any person claiming under or in trust for the Tenant.
- 3.13.2 The Tenant, or any person claiming under or in trust for the Tenant, will not do anything which could prejudice the security of all other allotment gardens on the allotment site.
- 3.13.3 The Tenant will report to the Police all instances of vandalism, theft or other anti-social behaviour involving the allotment garden and report the relevant incident number to the Council.
- 3.13.4 The Tenant will allow Council officers or the Council's appointed representatives right of access to the garden for the purpose of administering this agreement.
- 3.13.5 The Tenant will provide the Council with a key to any lock which restricts free access to the garden.
- 3.13.6 The Tenant is responsible for keeping the site entrance gate closed and locked after entering the allotment site (Middletown allotment site only).
- 3.13.7 The allotment key must be returned to the Council at the end of the tenancy (Middletown allotment site only).
- 3.13.8 No person is allowed on the allotments site unless accompanied (at all times) by the Tenant or members of the Tenant's family.
- 3.13.9 The Council will take all reasonable steps to reduce the risk of vandalism, theft or other anti-social behaviour by putting in place such security measures as can be justified given the circumstances of the site and any prevailing budgetary constraints.
- 3.13.10 Tenants should note that the Council is not obliged in law to ensure the security of the allotment garden and anything grown or brought onto the garden by the Tenant or any person claiming under or in trust for the Tenant, or to indemnify the Tenant against any or all losses arising from acts of vandalism, theft, or any other anti-social behaviour.
- 3.13.11 In cases of vandalism or theft on the allotments the Council cannot be held liable.

3.14 Tenants' Circumstances

- 3.14.1 Prospective Tenants must be residing in the parish of Skipton to be offered a garden or in order to be placed on the waiting list for an allotment.
- 3.14.2 The Tenant must notify the Council immediately of any change of address. Should such change of address remove the Tenant from the Parish or more than one mile beyond its boundary, the tenancy of the garden shall be relinquished at the end of the tenancy period.
- 3.14.3 Any Notice given in respect of this agreement shall be sufficient if served either personally or by leaving it at the Tenant's last known address or by prepaid post addressed to the Tenant there or by fixing the notice in a conspicuous manner on the garden.

3.15 Default & Disputes

- 3.15.1 For the purposes of management and maintenance, the appointed representative of the Council will try to resolve any issues with the Tenant. Should the matter remain unsolved and the Tenant is in breach of this agreement, a Notice to Rectify will be issued and sent to the Tenant by post. This Notice requires the Tenant to remedy their breach of the tenancy within two weeks. The Council's appointed representative will inspect the garden after two weeks to

ensure that the breach is remedied. If within two weeks the Tenant does not respond, either by remedying the breach or by contacting the Council to discuss any extenuating circumstances, a Termination Notice will be sent by post to the Tenant. The Termination Notice will state the reasons why the tenancy has been terminated and allow the Tenant a further two weeks to remove any personal belongings on the garden.

3.15.2 The Council will determine the outcome of disputes between Tenants on the basis of the tenancy agreement but cannot arbitrate on disputes which involve activities which may be actionable under civil or criminal law. Such disputes will be referred to the relevant public authority.

3.16 Appeal

3.16.1 Should the Tenant not agree with either the Notice to Rectify or the Termination Notice, they have the right of appeal. The appeal should be in writing and sent to the Town Council offices within two weeks of receiving the Notice. The appeal will be submitted to the Public Services Committee at its next available meeting and the Committee's decision will be final.

3.17 Termination

3.17.1 The tenancy of the allotment garden shall automatically cease on the death of the Tenant or in any of the following circumstances:

- a) by either party giving to the other twelve months' previous notice in writing on or after the twenty ninth day of September in any year.
- b) by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
- c) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant
 - (i) If the rent is not paid within 40 days of the commencement of this agreement as shown in clause (1), or
 - (ii) It appears to the Council that, notwithstanding the provisions of clause 3.15.1, there has been a serious breach of the conditions and obligations of the agreement on the part of the Tenant.

3.17.2 In the event the Tenant refuses or is unable to undertake the work necessary to return the garden with all possessions removed, the Council will complete the work and reclaim the costs incurred from the Tenant.

3.17.3 The Council will not compensate the Tenant for crops, trees, bushes, shrubs or structures that remain on the garden after the tenancy has ended or for any improvements that have been made to the garden.

3.17.4 If this agreement is terminated early the Council will not refund any allotment rent unless there is a serious medical condition which prevents the Tenant from being able to carry on the agreement.

3.18 Notice

3.18.1 Any notice given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant either personally or by leaving it at his/her last known

address or by prepaid post addressed to him/her there or by fixing the notice in a conspicuous manner on the garden.

3.18.2 Any notice given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council.

SIGNED: (Tenant's signature)

TENANT: (Tenant's name, in capital letters)

SIGNED: (Witness's signature)

WITNESS: (Witness's name, in capital letters)

DATE:

The Council occasionally get requests to provide tenants' contact details to the Police. If you DO NOT wish for your information to be used in this way please tick this box.

To access applications forms and other information online, go to the Skipton Town Council website:
<http://www.skiptontowncouncil.gov.uk>

SKIPTON TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

4. SCHEDULE 1 - BONFIRES

4.1 [Clause 3.6 of this agreement refers.]

4.1.1 The Council does not encourage Tenants to light bonfires. Fire is inherently dangerous and bonfires represent a hazard not only to Tenants but to anyone visiting the allotments site. In this regard Tenants are reminded of their responsibilities under section 3.12 of this agreement (Health and Safety).

4.1.2 As well as posing a danger to others the smoke produced from burning allotment waste contains pollutants which add to local air pollution and reduces the air quality in the surrounding area. Bonfires can also cause a nuisance to other Tenants and to the occupants of nearby houses. If residents wish to enjoy their gardens, hang out their washing or have their windows open, a nearby bonfire may interfere with their well-being or enjoyment of their property. You are also reminded that anyone who allows smoke from a fire to drift across a road may be subject to a fine under the Highways (Amendment) Act 1986 if it is causing a danger to road users.

4.1.3 A bonfire may be a convenient method for disposing of waste, but more environmentally friendly methods should be considered first. Green waste will produce a good soil conditioner for your allotment and this may reduce the amount of compost you have to buy. You can compost almost all green waste from your allotment, including vegetable matter, grass cuttings, leaves and paper in small quantities. Wherever possible please use the compost areas provided at the allotments site. Alternatively, material can be chipped or taken to the Skibeden Household Waste & Recycling Centre on the A59, Harrogate Road.

4.1.4 If it is essential for you to light a bonfire you must adhere strictly to the following rules. Failure to adhere to these rules will be deemed a breach of this agreement under the conditions set out in clause 3.17

4.2 Rules

Bonfires may be constructed only in a fire-proof container within the confines of the Tenant's allotment garden. The only exceptions being, during the first six months of a new Tenant taking over a plot, or with the prior approval of the Council.

4.2.1 Bonfires must not be constructed within pigeon pens, hen pens or pony gardens.

4.2.2 Bonfires must be restricted to the burning of material taken from the Tenant's allotment garden. Under no circumstances should material, of any kind, be brought on to the allotment site to be burned.

4.2.3 Old engine oil, methylated spirits, diesel or petrol must not be used to light the fire or to keep it going once it is alight.

4.2.4 Bonfires must be attended at all times by the Tenant and must not be allowed to get out of control. They must be properly doused and extinguished before the Tenant leaves the site.

4.2.5 Lit bonfires must be extinguished if it is clear from complaints received that the fire is causing inconvenience to other Tenants or to local residents.

4.2.6 Bonfires must be extinguished when the wind is blowing in the direction of residential property adjoining the allotments site.

SAMPLE