



# Skipton Town Council

## TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS

(For domestic cultivation only)

THIS AGREEMENT made on this FIRST DAY OF APRIL TWO THOUSAND AND TWENTY THREE BETWEEN the Skipton Town Council (hereinafter called the Council) and (hereinafter called the Tenant) by which it is agreed that:

- 1 : The Council agrees to let and the Tenant agrees to hire, as a tenant from 1 April 2023 the Allotment, the area being and part of the Allotments provided by the Council at and at the current rent of £ and numbered in the Council Allotment Register.
- 2 : The rent shall be paid on 1 April 2023 until 31 March 2024 and shall be for a period of 12 months.
3. The tenant shall pay 1 years rent whether demanded or not, which shall be payable **prior to 10th April 2023**.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables, eggs and flowers in the Allotment Garden.
6. The tenant shall reside within Skipton Town Council borders during the tenancy.
7. During the tenancy, the tenant shall:
  - a) keep the allotment garden clean, suitable for agreed livestock and in a good state of fertility and cultivation;
  - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - c) Livestock must be kept following the Animal Welfare Act 2006 and must be provided with suitable accommodation, and regular feeding from suitable bowls or containers to reduce the risk of vermin.
  - d) not keep livestock or poultry in the Allotment Garden other than 12 hens or 12 rabbits which shall not be kept for a business or a trade;
  - e) not bring to or keep animals in the Allotment Garden except those referred to in (d) above without first obtaining the Council's written consent;
  - f) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - g) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (d) 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 Council's written consent and if appropriate planning permission;
  - h) not fence the Allotment Garden without first obtaining the Council's written consent;
  - i) maintain and keep in repair the fences and gates forming part of the Allotment Garden as well as maintaining the communal paths to a distance of 1metre from the edge of their plot;
  - j) trim and keep in decent order all hedges forming part of the Allotment Garden;
  - k) not plant any Tree or Shrub without first obtaining the Council's written permission; the council reserves the right to place a hight limit on any newly planted tree;
  - l) 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;
  - m) 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/her property;
  - n) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - o) 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.
  - p) all tenants must install waterbutts to any shed or greenhouse on their plot.
8. During tenancy, the following bonfire safety rules will be followed:
  - a) 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.
  - b) Bonfires must not be lit on a Sunday or after 6pm on an evening.
  - c) Bonfires must be restricted to the burning of natural materials 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.
  - d) Old engine oil, methylated spirits, diesel, petrol or any other flammable oil including paraffin must not be used to light the fire or to keep it going once it is alight.
  - e) Bonfires must always be supervised 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.
  - f) 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.

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

Further bonfire safety guidelines for tenants to follow can be found on Skipton Town Council's website at:

[www.skiptontowncouncil.gov.uk](http://www.skiptontowncouncil.gov.uk) <<http://www.skiptontowncouncil.gov.uk>>. A printed copy of this can also be requested by emailing [admin@skiptontowncouncil.gov.uk](mailto:admin@skiptontowncouncil.gov.uk) <<mailto:admin@skiptontowncouncil.gov.uk>>

9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.

10. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Garden.

11. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit.

12. 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 lives more than one mile outside Skipton Town Council borders.

13. 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.

14. The termination of the tenancy by the Council in accordance with clause 13 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected and all waste or other materials in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.

17. 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 Allotments' Officer.

18. A £5 Key deposit will be applicable for new tenants on our Middletown allotment site. This deposit is refundable upon key return, should tenancy be relinquished or terminated. If a key deposit was not paid on initial plot allocation, a £5 key replacement fee will be chargeable should an additional key be required, or the original key not returned on plot relinquishment or termination.

**Signed by:**

..... [signature of the tenant]

Print Name..... and;

..... [signature of the Council's Proper Officer]

Print Name ..... For and on behalf of the Council.

**Rent Paid Date: ..... Payment Method (Delete accordingly): BACS / EVO**