

TENANCY AGREEMENT SUPPORTING INFORMATION

BURGESS HILL TOWN COUNCIL

ALLOTMENTS ACT 1908 to 1950 CONDITIONS OF TENANCY OF ALLOTMENT GARDENS

THIS AGREEMENT is made on the 1st day of November 2018 between

BURGESS HILL TOWN COUNCIL (hereinafter referred to as “the Council”) of the one part
and
«TITLE» «INITIAL» «SURNAME» foreshaid (hereinafter referred to as “the Tenant”) of the
other part.

WHEREBY IT IS AGREED as follows:

The Council agree to let and the Tenant agrees to hire as a Tenant from the 1st day of November 2018, the allotment garden shown on the list of allotment gardens provided by the Council and known as **Plot «PLOT »** at **«SITE» ALLOTMENT SITE**. The rent will be charged at a level to be reviewed and set by the Council on an annual basis and to be notified to the Tenant at least one month before the rent is due.

1. Rent and Agreement

- a. The Tenancy is subject to the Allotment Acts 1908 to 1950 and to the Regulations and conditions endorsed on this Agreement.
- b. The Council reserves the right to increase rents marginally to assist with increased expenditure.
- c. The rent will be due for twelve months in advance from November annually. After this date in the case of a new tenancy the rent will be charged pro-rata for the remainder of the rental year.
- d. Tenancies last for one year only and must be renewed annually at the start of the letting year. The letting year runs from November to October.
- e. Tenants who do not pay when invoiced will be sent a reminder. If payment is not received within six weeks of the original invoice, the tenancy will be terminated and the plot re-let.
- f. The allotment garden will be used as an allotment garden that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his/her family and for no other purpose without the prior consent, in writing, of the Council.
- g. Plots will be let only to people living in Burgess Hill.
- h. The Tenant is not permitted to sub-let or assign to another person, any part of the allotment without the written consent of the Council.
- i. If the tenant is temporarily unable to tend their plot for any reason, he/she should notify the Council in writing and make suitable arrangements for the plot to be looked after.
- j. The Tenant must notify the Council in writing of any change of address or relevant personal details within one month of the change. The Council must be notified in writing of the death of the Tenant.

- k. Any authorised officer will be entitled, at any time, to enter and inspect the allotment.
- l. This agreement replaces all previous allotment agreements, if any exist, between the Council and the Tenant.
- m. The Tenant shall notify the Council in writing of any reason or special circumstance that prevents them from adhering to the terms and conditions of this Tenancy Agreement.
- n. The Tenant shall ensure that the plot is correctly identified by clearly displaying the plot's number so as to be visible from the main pathway.
- o. The Tenant must not cultivate land other than what is allocated to them. The Tenant relinquishes any claim they may have in respect of adverse possession of any land not covered under the Tenancy Agreement. A noted encroachment may incur an additional rent paid by the tenant and an additional Tenancy Agreement will be entered in to.

2. General Conditions of Use

The Tenancy is subject to the following terms and conditions. The Tenant will:

- a. Be issued with an access code for the relevant allotment site. This will be changed annually at the beginning of the calendar year.
- b. Tenants must take responsibility for the security of the allotment site and ensure that gates are kept locked at all times.
- c. The plot must be kept in a tidy, safe, productive and cultivated state.
- d. Weeds must not be allowed to reach the stage of setting seed. It is the responsibility of the tenant to keep weeds under control on their plot. Pernicious weeds must be removed from the soil and disposed of. Examples are Bindweed, Dock, Mare's Tail, Creeping Thistle and Ground Elder.
- e. Cultivation includes digging, mulching, pruning and weeding and should be for the production of vegetables, fruit, herbs, flowers or other ornamental plants. It is not sufficient simply to clear weeds without using the area to produce a crop.
- f. Use reasonable endeavour to keep the plot clean, free from weeds, diseased or harmful plants and pests and to retain the existing top soil, keeping it in a good state of cultivation.
- g. Where possible use biodegradable material such as a weed suppressant.
- h. Not cause or permit any nuisance or annoyance to any other Tenant or to neighbouring residents.
- i. When lighting a bonfire at the allotment garden choose your location carefully and ensure that smoke is carried away from neighbouring properties. Only burn dry material, any wet or soft vegetable material should be composted if possible. Do not burn items likely to produce pungent smoke, especially plastics which can be a health hazard. Do not allow your bonfire to smoulder for long periods. The Council reserves the right to ban such activity should complaints be received.
- j. Not, without the express written consent of the Council, cut or prune any timber or other trees that are not the property of the Tenant. Nor shall a Tenant take, sell or carry away any mineral, sand, clay or earth that is not the property of the Tenant.

- k. Not use any barbed wire, corrugated metal sheeting, sharp materials or asbestos based material on any part of allotment site.
- l. Not plant any trees, fruit bushes or any crops that require more than twelve months to mature without written consent from the Council. All tree branches and roots must remain within the boundary of the host allotment and should not obstruct any pathway.
- m. Not place on the plot or allow other persons to deposit on the plot any refuse or decaying matter, except reasonable quantities of manure and compost which is for the sole use of the Tenant and kept within the confines of the Tenant's plot. Where compostable materials are kept for future recycling they should be stored in adequate containers.
- n. Waste items, including green waste, must not be abandoned, accumulated, tipped or dumped on the allotment site or surrounds. Offenders may lose their plot. A tenant may also be committing an offence contrary to section 2 of the Refuse Disposal (Amenity) Act 1978 and Section 33 of the Environmental Protection Act 1990. The use of tyres on allotment gardens is prohibited. **(AMENDED 10/18)**
- o. The accumulation of excessive amounts of waste, debris and items of no horticultural use on a plot may be considered to have breached the rules regarding cultivation of the plot.
- p. It is the responsibility of the Tenant to compost or remove all green waste on their plot or to arrange for its disposal.
- q. Ensure that any child (children) brought onto the site is (are) kept under control at all times.
- r. Dogs can only be brought on to the allotment site if kept on a lead and its movements restricted exclusively to the Tenants allotment garden. The Tenant must ensure that any fouling is removed.
- s. Not bring or keep any animal or livestock on the allotment.
- t. Not leave unattended on the allotment any vehicle or trailer of any description. Any unattended vehicle or trailer will be removed without notice.
- u. Observe and perform any other special conditions, which the Council considers necessary to preserve the allotment from deterioration.
- v. Ensure that any pesticides or chemicals of any description which are kept and stored on the plot are stored safely and securely. Any pesticides or chemicals brought onto the allotment plot are the sole responsibility of the Tenant.
- w. When using garden chemicals or fertilisers take all reasonable care not to adversely affect members of the public, wildlife, neighbouring plots and boundaries and ensure that adjoining hedges, trees and crops are not contaminated and must make good or replant as necessary should damage occur.
- x. So far as is possible select and use environmentally friendly substances whether for spraying, seed dressing or for any other purpose whatsoever that will cause the least harm to the environment and the occupiers of other allotments on the site.
- y. Not store any combustible or pressurised fuels on the plot. Machines/tools do not need to be drained when not in use.
- z. Water will be provided by means of standpipes between March and October.
- aa. Ensure that all water receptacles are stable, not sunken and, where appropriate, have secure covers.

- bb. The Council is not responsible for loss by accident, fire, theft or damage of any structures, tools or other possessions kept on allotment sites.

3. Boundaries and Pathways

- a. All paths bounding the said allotment garden must be kept free from long grass and weeds.
- b. The Tenant (with the support of the Council) shall ensure that the boundary to their plot is clearly defined and marked out.
- c. The Tenant shall only use entrance roads, communal and joint pathways to gain access to the allotment.
- d. The Tenant shall not obstruct or encroach upon any path set out by the Council for the use of other tenants.

4. Structures

- a. The Tenant shall not erect any building, fence, structure, or toolbox without the prior written approval of the Council and applications are to be made in writing. Examples of permissible buildings/structures would be a shed or polycarbonate greenhouse measuring no more than 1.8m x 1.2m (6ft x 4ft).
- b. Once a structure is approved it is the Tenant's responsibility to ensure that it is maintained in a reasonable and safe condition. Entry or attempted entry without permission must be reported to the Police by the Tenant and the Council informed.
- c. Any structure found to be devoid of Council consent or in a dilapidated, dangerous state or an unauthorised structure may be removed without notice and costs recovered from the Tenant.
- d. Use of any communal Council owned shed will be at the Tenant's own risk. Break-ins must be reported to the Council and stolen or damaged personal equipment must be reported to the Police by the Tenant.
- e. Tenants must take responsibility for the security of the communal shed where applicable and ensure the padlock is locked at all times.

5. Notice and Termination

The Tenancy can be terminated with one months' notice in any of the following circumstances:

- a. On the death of the Tenant. The Tenant's surviving spouse or partner may continue with the Tenancy until the following October, or, with the consent of the Council, sign a new allotment agreement.
- b. If the rent is in arrears for more than six weeks (whether lawfully demanded or not).
- c. If the allotment is not clear and in a good state of preparation for cultivation. This clause does not apply during the first three months of a Tenancy. As a guide, between the months of April and September, at least 75% of each plot should be cultivated.
- d. If the Tenant moves out of the parish of Burgess Hill.
- e. If the Tenant has failed to comply, within a reasonable time, with a notice requiring the Tenant to remedy any failure to observe the conditions of this agreement.

The Tenancy can also be terminated if:

- f. At any time by notice in writing in the event of the exercise by the owner of the land of a right of re-entry.
- g. Otherwise the Council gives twelve months previous notice in writing.
- h. The Tenant gives two weeks notice at any time.

Termination:

- i. Upon termination the Tenant must give up possession and use of the allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any works be required to return the allotment plot to a workable condition, the existing tenant will be charged to bring the plot to an acceptable standard. Any personal property, structure, produce or other items remaining on the plot or site, seven days after the termination of the tenancy will be assigned to any new tenant or removed and the cost of removal recharged to the Tenant.
- j. Correspondence should be addressed to The Chief Executive Officer, Burgess Hill Town Council, 96 Church Walk, Burgess Hill, West Sussex, RH15 9AS or allotments@burgesshill.gov.uk.

Notice Provisions:

- k. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by any duly authorised officer and may be served on the Tenant either personally or by leaving it at the Tenant's last known address or by sending it by recorded delivery to such address or by fixing it in some conspicuous manner on the allotment.
- l. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and forwarded as formal notice by either recorded delivery or receipted delivery.

6. Data Protection Act 1998

The information you provide will be held in accordance with the Data Protection Act 1998 and will not be shared with third party organisations or be used for any purpose that is not compatible with the purpose for which it was collected.

7. Disputes and Arbitration

- a. The Tenant agrees that any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment site shall be referred to the Council whose decision is final. Any incidents of anti-social behaviour, acts of violence both physical and verbal, or acts of bullying by a Tenant will not be tolerated and may result in the Council terminating the tenancy agreement. The Tenant will be given two weeks to clear the plot and will not be entitled to financial compensation from the Council for any rents paid or loss of current crops or projected yield.
- b. It is agreed that in the event of any dispute between the Tenant and the Authorised Officer regarding the interpretation of this Tenancy agreement the matter shall be referred to an arbitrator agreed between the Council and the Tenant.

- c. The Council shall have the right to refuse admittance to any person other than the Tenant or members of the Tenant's family to the allotment garden unless accompanied by the Tenant or member of their family.

8. Tenants of Chanctonbury Road Allotments only.

This tenancy is entered into by the Council on the express understanding that the Tenant accepts full responsibility for any personal injury or loss of or damage to property arising out of the exercise by the Tenant of his rights under this tenancy and caused directly or indirectly by the activities, acts, negligency or neglect of the Strategic Rail Authority, the relevant Railway Authority (respectively the landowner and the superior landlord) and in no circumstances shall any claim be made by or on behalf of the tenant upon the relevant Rail Authority, its servants or agents in respect of any such injury, loss or damage.

9. Tenants of Gatehouse Lane Allotments only. (AMENDED 05/17)

The Tenant must sign that he/she has been issued with, read and understood the 'avoiding danger from overhead power lines' booklet and understands that the Council accepts no responsibility for accidents occurring from the electricity pylon overhead cables.

- a. The lease on this allotment site will terminate on 31 December 2026.
- b. A £1 charge will be added to the annual rental to contribute to the cost of providing this site for allotment purposes.
- c. UK Power Networks require 24 hour access to this site for essential maintenance works. Damage may be caused to plots as a result of this. No liability is accepted by the Council or UK Power Networks for any such damage caused.
- d. Essential maintenance works to trees and vegetation on the site boundary will need to be undertaken. Wherever possible this work will be undertaken in the winter months with prior notice given.
- e. Due to overhead power cables, the use of hosepipes on this site is permitted subject to **strict adherence** of the following conditions:-
 - Hoses should not be rigid. They should be soft, pliable and rollable hoses, so they cannot come into contact with the 2 x 33,000-volt overhead power lines.
 - Spray guns on the end of the hose can be used as long as they do not produce a strong jet of water which could encroach the water spray onto the 33,000-volt lines. This could cause the possibility of an electrical shock or electrical arc being produced.
 - Watering of the allotment gardens should be carried out by responsible persons who understand that the 33,000-volt overhead lines carry the risk of electrocution if the line is hit with a jet of water.
 - In addition, that any said hose, is not inadvertently thrown across any of the overhead lines that cross the site.
- f. Tenants are strictly prohibited from approaching, tampering with, or leaning anything against, the perimeter fence surrounding the electricity pylons.

If you require this document in large print please contact the Town Council on 01444 247726.