

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 20?? 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 agrees to let, and the Tenant agrees to hire as a Tenant, from the 1st day of November 20??, 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.

The below terms form the conditions of the tenancy under which the allotment gardens are let. It is essential that the Tenant reads the below conditions in full prior to signing and at all times comply with the terms and conditions; failure to do so may result in termination of the tenancy.

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 Tenant must observe and comply with current rules, regulations and policies and those which the Council may make at any time in the future with appropriate notice given (eg statutory law changes, restrictions)
- c. The Council reserves the right to increase rents marginally to assist with increased expenditure.
- d. 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.
- e. Tenancies last for one year only, subject to clause 9(g), and must be renewed annually at the start of the letting year. The letting year runs from November to October.
- f. 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.
- g. 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 their family and for no other purpose without the prior consent, in writing, of the Council.

- h. Plots will be let only to people living in Burgess Hill or neighbouring villages that do not have an allotment site.
- i. The named tenants are the allotment holders and are principally responsible for working the plot. Allotment tenancies do not accord long-term, legacy or sub-tenancy rights. The Tenant is not permitted to sub-let or assign to another person, any part of the allotment.
- j. The named Tenant must be present at the allotment for the majority of work activity. However, the Tenant may receive assistance from time to time or, with the Council's written approval, a named person or persons may help out on a regular basis for a limited period (no more than six months). The balance of work on the plot should nevertheless be done by the named Tenant(s).
- k. If the Tenant is temporarily unable to tend their plot for reasons such as ill health or bereavement, suitable arrangements should be made for a friend or family member to look after the plot for this temporary period. The Council must be advised of this arrangement in writing.
- l. In an instance where a visitor breaches the site rules then the Tenant will be held equally responsible. Tenants are responsible for their own safety and that of their visitors. Tenants have a duty of care to everyone, including visitors & trespassers.
- m. The Council has the right to refuse admittance to any person, other than the Tenant or a member of the family, to the allotments unless accompanied by the Tenant or a member of their family.
- n. The Tenant must notify the Council in writing of any change of address or relevant personal details within one month of the change.
- o. Any authorised officer will be entitled, at any time, to enter and inspect the allotment.
- p. This agreement replaces all previous allotment agreements, if any exist, between the Council and the Tenant.
- q. 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, either at the time of taking on the allotment plot or as soon as the reason or special circumstance is known.
- r. The Tenant shall ensure that the plot is correctly identified by clearly displaying the plot's number as provided by the Council so as to be visible from the main pathway.
- s. 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. Site Safety, Security and Duty of Care

- a. Tenants must not cause another Tenant, allotment visitor or Council employee harassment, alarm, or distress either in person or via social media. Any use of violence or threats of violence or damage to another person or property will be grounds for immediate termination of tenancy and possible prosecution.
- b. The allotments and site or any structures on them must not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal, immoral or anti-social act will receive immediate termination of tenancy.

The tenancy is subject to the following terms and conditions. The Tenant will/shall:

- c. Be issued with an access code for the relevant allotment site. This will be changed annually at the beginning of the calendar year or with prior notice if security has been breached.
- d. Tenants must take responsibility for the security of the allotment site and ensure that gates are kept locked at all times, on entry and exit, ensuring the code is scrambled even if this is not how it has been found.
- e. Not cause or permit any nuisance or annoyance to any other Tenant or to neighbouring residents.
- f. Not use any barbed wire, corrugated metal sheeting, sharp materials, glass, tyres or asbestos based material on any part of allotment site.
- g. Not store any combustible or pressurised fuels on the site. Machines/tools do not need to be drained when not in use.
- h. The Council is not responsible for loss by accident, fire, theft or damage of any structures, tools or other possessions kept on allotment sites. Any incidents should be reported to Sussex Police and the Council informed.
- i. Observe and perform any other special conditions which the Council considers necessary to preserve the allotment from deterioration.
- j. Ensure that any child (children) brought onto the site is (are) kept under control at all times. They are not permitted to wander onto any other plots.

3. Cultivation and Weed Control

- a. The plot must be kept in a tidy, safe, productive and cultivated state. 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. Any grass areas within the plot must be kept short and maintained.
- b. 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.

- c. During the period of April to September 75% of the plot should be cultivated. Cultivation includes digging, mulching, pruning and weeding. It is not sufficient simply to clear weeds without using the area to produce a crop or leave an area covered. The cultivation area is for vegetables, fruit, herbs, flowers and includes beds, poly tunnels and composting areas. It is not for lawn or wildflowers. The remaining 25% of the plot which is classed as not cultivated includes pathways, leisure areas, sheds and storage.
- d. Where possible use biodegradable material such as a weed suppressant or green manure. The use of carpets and underlay is not permitted.
- e. 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.
- f. Not plant any non-fruit trees, crops or any fast-growing conifers or invasive screening plants such as bamboo or willow on the site that require more than twelve months to mature. Self-sown trees must be removed as soon as possible.
- g. Any planting of fruit trees requires prior written permission from the Council. All tree branches and roots must remain within the boundary of the host allotment and should not obstruct any pathway.
- h. 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.
- i. Ensure that any pesticides or chemicals of any description which are kept and stored on the plot are stored safely and securely with the original label attached. Any pesticides or chemicals brought onto the allotment site are the sole responsibility of the Tenant.
- j. When using garden chemicals or fertilisers take all reasonable care not to adversely affect members of the public, wildlife, neighbouring plots, pathways and boundaries and ensure that adjoining hedges, trees and crops are not contaminated and must make good or replant as necessary should damage occur.

4. Animals

- a. Dogs can only be brought on to the allotment site if kept on a lead and their movements restricted exclusively to the Tenants allotment garden. The Tenant must ensure that any fouling is cleaned up and removed from the site.
- b. Not bring or keep any animal or livestock on the allotment nor bury any animals or pets within the site.
- c. Requests for keeping bees at the site will be only be considered if the necessary criteria can be met.

5. Water

- a. Water will be provided by means of standpipes between March and October.
- b. Water supply is subject to seasonal restrictions and the Council will abide by hosepipe bans. The tenant must ensure that the taps are not left running unattended and must not use any form of unattended mains-connected irrigation such as open hose or seep hose irrigation. Please note the supply of water is not a statutory obligation. Water should always be used wisely.
- c. Ensure that all water receptacles are stable, not sunken and, where appropriate, have secure covers. Ponds are not permitted.
- d. The use of sunken baths for water storage is not permitted on safety grounds. Baths being brought onto the allotments by any Tenant will be seen as unwanted waste and will result in the Tenant being given notice to remove it. If not removed within the timescale stated the bath will be removed at a cost to the Tenant.

6. Nuisance, Bonfires and other Restrictions

- a. 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 or leave it unattended. Fires must be extinguished before leaving site. The Council reserves the right to ban such activity should complaints be received.
- b. The noticeboards provided are for Council information only. No other notices or advertisements are allowed on the site or noticeboard except with written consent of the Council.
- c. Not place on the plot, or allow other persons to deposit on the plot, any refuse or decaying matter, except reasonable quantities of manure, mulch 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 within the plot boundary. Manure may be stored outside the plot boundary, subject to restrictions, with prior written consent from the Council.
- d. Waste items, including green waste, must not be abandoned, accumulated, tipped or dumped on the allotment site or surrounds. Offenders may have their tenancy terminated. 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.
- e. The accumulation of excessive amounts of waste, debris and items of non-horticultural use on a plot may be considered to have breached the rules regarding cultivation of the plot.

- f. It is the responsibility of the Tenant to compost or remove all green waste on their plot or to arrange for its disposal. Do not add any waste from outside of the allotments to composters for example eggs shells and food waste; only vegetation from the plot should be composted. Grass cuttings are acceptable.
- g. Tenants should ensure that their composting does not encourage vermin. If pest control is required to deal with vermin due to food waste the Tenant may be charged.
- h. Not leave unattended on the allotment any vehicle or trailer of any description. Any unattended vehicle or trailer will be removed without notice.

7. 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). Structures must be temporary and may need to be removed at the end of tenancy.

Permanent structures foundations or groundwork are not permitted to be erected, installed or created by allotment tenants. This includes poured concrete steps, foundations, or shed bases.

- 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 Sussex 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 with 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 Sussex 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.

8. Boundaries and Pathways

- a. All paths bounding the said allotment garden must be kept free from long grass and weeds. Boundary edges must be visible.
- b. The Tenant must ensure that cultivation and any structures or belongings do not encroach outside of the plot boundary. The Council is permitted to measure plots at any time without prior notice.
- 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.

- e. Essential maintenance works to trees and vegetation on the site boundary may need to be undertaken. Wherever possible this work will be undertaken in the winter months with prior notice given.

9. Notice and Termination

- a. A Tenant may voluntarily relinquish their plot at any time, or have their tenancy terminated for breach of the tenancy agreement before the rental year end but no rebate will be payable unless the plot is surrendered within the initial 3-month period.

The tenancy can be terminated with one month's notice in any of the following circumstances:

- b. 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.
- c. If the rent is in arrears for more than six weeks (whether lawfully demanded or not).
- d. If the allotment is not clear and in a good state of preparation for cultivation. Between the months of April and September, at least 75% of each plot should be cultivated. This clause does not apply during the first three months of a tenancy.
- e. If the Tenant moves out of Burgess Hill or the neighbouring villages that do not have an allotment site.
- f. 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:

- g. At any time by notice in writing in the event of the owner of the land exercising their right of re-entry.
- h. Otherwise the Council gives twelve months' previous notice in writing.
- i. The Tenant gives two weeks' notice at any time, or a date agreed with the Council.

Termination:

- j. 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.
- k. 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:

- l. 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 fixing it in some conspicuous manner on the allotment.
- m. Any resignation notice must be received by the Council in writing either by letter, email or by completing a form available at the Help Point. All notices will be acknowledged in writing by the Council.

10.Data Protection Act 2018

The information you provide will be held in accordance with the Data Protection Act 2018 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.

11.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.
- 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.

12.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, negligence 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.

13.Tenants of Gatehouse Lane Allotments only

The Tenant must sign that they have 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. 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 thrown across any of the overhead lines that cross the site.
- e. 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.