



Hayle Allotment and Garden Plots Tenancy Agreement

Allotment plots numbers 1 to 29 and 41 to 84 are on the area of land that Hayle Town Council has leased on a 25-year contract from the Glebe Committee for the purpose of providing allotments.

Garden plots numbers 30 to 40 are on the area that Hayle Town Council has purchased for the long-term purpose of providing an extension to the cemetery. These plots are likely to be subject to a shorter and annually reviewed tenancy on the basis that the land will, at some point in the future, be required for burials.

THIS AGREEMENT made on the day of 20..... between:

Hayle Town Council, Hayle Community Centre, 58 Queensway, Hayle TR27 4NX

('the Council') and (name)

Of (address):

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.....
.....

Phone:..... Email:.....

('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the allotment/garden plot situated at Lethlean Lane and referenced asin the Council's Allotment Register ('the allotment/garden plot').

2. The Council shall let the allotment/garden plot to the tenant for a term of one year commencing on the 1st day of April 2013 [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.

The tenant shall pay a yearly rent of £.....whether demanded or not which shall be payable in full on the 1st day of April annually.

3. Plots are offered on an as-seen basis.

4. The tenant shall use the allotment/garden plot only for the cultivation of fruit, vegetables and flowers for use and consumption by him/herself and his/her family.

5. 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 plot.

6. The tenant shall reside within the Hayle Parish during the tenancy or within one mile of the boundary after the agreement has been signed.

7. During the tenancy, the tenant shall:

a) only access the allotment site via the entrance gate on Lethlean Lane;

b) keep the allotment/garden plot clean, tidy, and in a good state of fertility and cultivation;

c) not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths, access strips and roadways;

d) not keep livestock or poultry in the allotment/garden plot;

e) not bring to or keep animals in the allotment/garden plot (dogs on leads are permitted);

f) not assign the tenancy nor sub-let or part with the possession of any part of the allotment/garden plot;

g) the tenant shall only erect a shed, greenhouse or other building or structure in accordance with the Council's approved specification i.e. a standard timber shed or a polycarbonate greenhouse up to a maximum of 6' by 8' is allowed, as well as poly tunnels of a standard, manufactured design – glass is not permitted;

h) ensure buildings and structures on allotments must only be used in connection with the use and management of allotment plots;

i) ensure such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith. If a safety issue is identified, the structure must be removed as a matter of urgency. If the tenant fails to comply, the Council will take action to remove the structure and will charge the tenant for all associated costs of removal;

j) fence the allotment/garden plot if required, (barbed wire is not permitted);

- k) maintain and keep in repair the fences and gates forming part of the allotment/garden plot;
 - l) trim and keep in decent order all hedges forming part of the allotment/garden plot;
 - m) not plant any tree or hedge without first obtaining the Council's written permission;
 - n) not cut, lop or fell any tree growing on the allotment/garden plot without first obtaining the Council's written consent and if appropriate planning permission;
 - o) be responsible for ensuring that any person present in the allotment/garden plot with or without the tenant's permission does not suffer personal injury or damage to his property;
 - p) permit regular site inspections by agents and Council employees to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections;
 - q) 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 plot or the allotment/garden plot of another tenant;
 - r) keep communal areas clear at all times;
 - s) make all efforts to dispose of allotment/garden plot waste in an environmental way such as composting. Bonfires or burning of any waste products is strictly prohibited;
 - t) not deposit, or permit to be deposited, any refuse, rubbish or extraneous matter on their plot, or any other part of the allotment site;
 - u) not encourage or permit tree surgeons to tip woodchips anywhere at the allotment site, it is strictly forbidden;
 - v) be responsible for providing and maintaining a marker that clearly identifies their plot number;
 - w) immediately inform the Council, in writing, of any changes in their contact details.
8. Tenants are advised to consider the National Allotments Association guidance.
9. Japanese Knotweed has been identified along the allotment site border:
- a) The Tenant covenants not to carry out any act, omission or permit anything that causes the spread of Japanese Knotweed.
 - b) The Tenant shall inform the Landlord as soon as they become aware of or suspect that any Japanese Knotweed has spread to adjoining properties or adjoining land.
 - c) The Landlord shall be permitted to access the Property on reasonable prior notice except in case of emergency where no notice is required with their agents, surveyors and contractors to inspect and monitor the Japanese Knotweed.

- d) The Landlord shall be permitted to take any action necessary, recommended or required to stop, prevent or mitigate against the spread and where required eradicate any Japanese Knotweed.
10. The Council accepts no liability for any loss, damage or injury to tenants, guests or any other person, or their belongings occurring on allotment sites.
11. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the allotment/garden plot and other allotment/garden plots let by the Council.
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 plot.
13. Any disputes between tenants should be referred to the Council and the decision of the Council will be binding on all tenants involved in the dispute.
14. The Council has the right to terminate the Tenancy Agreement immediately if the Tenant is found to be in breach of any of these Allotment Rules.
15. Enforcement Process:

The following enforcement procedure will apply:

- a) Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.
- b) Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
- c) Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.
16. Power of Eviction:

In the event of a serious breach of the Tenancy Agreement, the council reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the procedure.

The Council further reserves the right to terminate an allotment tenancy via one month's written Notice-To-Quit pursuant to section 30(2) of the Allotment Act 1908 if:

- Allotment rent is in arrears for 40 days or more (whether formally demanded or not);
- The tenant lives more than one mile outside of the Hayle Parish;
- Where the Council considers a plot not to be actively under cultivation

Notices to be served by the council on the tenant may be:

- Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these Rules) by first or second-class post, registered letter, recorded delivery or hand delivered; or

- Served on the Tenant personally; or
- Left in a prominent place on the Allotment plot.

17. 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 plot 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.

18. The termination of the tenancy by the Council in accordance with clause 17 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

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

20. When a tenant ceases their tenancy on a plot, they are expected to remove their buildings and structures from the allotment site before their plot is reallocated, unless otherwise agreed with the Council. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant or disposed of.

Signed by

The tenant:

Signature

Print

And for and on behalf of the Council:

Signature

Print

Date