



Allotment Tenancy Agreement

1. Restriction on Assignment

The Tenant cannot pass their tenancy over to another person or member of their family, unless due to compassionate circumstances when a deceased Tenant's partner requests a transfer of tenancy, providing they are actively cultivating the plot. This will be taken on a case-by-case basis by the Allotment Officer. No Tenant is to sub-let or assign any part of their plot to another person.

New tenancies are let to one person per household signing up and having responsibility for the plot. Proof of address must be supplied along with the signed rent agreement.

Plots are solely for the use by primary residents of the Deal Town Parish area, if the Tenant moves out of the Deal Town Parish area, the Council will reclaim the plot and reallocate to the next applicant on the waiting list.

2. Use of Plot

The Tenant will use the allotment plot wholly or mainly to produce vegetables or fruit crops for consumption by the Tenant and their family and for no other purpose. Grass areas are permitted but may only form pathways, small seating, or fruited areas. Grass is to be maintained to a height less than 10cm (about 3.94 in) throughout the tenancy. An area no greater than 25% of the allotment plot may be used for leisure gardening purposes such as growing flowers, sheds/greenhouses, creating, and maintaining a bio-diversity habitat. A small seating area may also be incorporated into this area for use by the Tenant.

Carpet or carpet underlay will not be used as a weed suppressant, only propriety material is permitted, such as

- Purpose bought weed suppressant which can be obtained at any garden centre or DIY store providing the cut end has been sealed to prevent fraying and harm to wildlife.
- Cardboard.
- Bark chipping.
- Leaf mulch.

Ponds - when taking on a plot that has an existing pond, Tenants agree to maintain the area for the benefit of wildlife. If a Tenant wishes to create a pond, permission must be granted by Deal Town Council to consider the conditions that will include size, safe siting away from paths and agreement for it to become part of the plot inspection.

3. Cultivation

The plot must be kept clean, tidy and in a good state of cultivation and fertility, in good condition and clearly and legibly displaying the plot number stated on the Allotment Tenancy Agreement, failure to do so may result in an inspection failure warning letter being sent and continued failure may result in a tenancy termination. Cultivation is defined as the plot being dug over ready for planting with seasonal crop production evident. A weed suppressant membrane or strimming are not considered a substitute for cultivation. A new Tenant shall be expected to progressively clear one third of the plot within three months, with the plot cultivated within one year from the tenancy's start.

It is prohibited to grow plants which produce illegal substances or are otherwise prescribed. Plants that may cause anaphylactic shock will be clearly labelled.

4. Pests and Infection.

In line with our climate action and ecological commitments, the use of all pesticides, herbicides and inorganic fertilisers by allotment holders is strictly prohibited. In the event of a plant, insect or rodent infestation, the Allotment Officer must be contacted in the first instance.

Any instance of bind weed must be reported to the Allotment Officer

5. Trees Shrubs etc. Restriction on Cropping.

The Tenant must not plant on the plot any trees or shrubs, fruit bushes or crops that would cause interference or take light from adjoining land. However, well maintained dwarf varieties may be included in the 25% of leisure gardening.

6. Hedges.

The Tenant will keep any hedges, weeds or brambles on or adjoining the plot properly cut and maintained.

7. Waste disposal, refuse and bonfires.

The Tenant must get permission from the Allotment Officer prior to cutting or pruning any timber or other trees.

The Tenant must not deposit or allow to be deposited on the allotment site any household or other rubbish or matter. Rubbish or unwanted materials accumulated on the allotment plot must be removed from the site after each visit. Fly-tippers will be prosecuted, and their tenancy will be terminated. The Council encourages the use of the recycling center for all waste products.

The Tenant must not deposit on the plot any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for cultivation), or place any matter in the hedges, ditches or drains in the allotment site of which the plot forms part of.

Deal Town Council does not allow bonfires on any of its allotment sites.

8. Buildings, structures and polytunnels.

Without prior written consent from the Council, it is forbidden to erect any building or structure on the plot including polytunnels. Any new sheds or greenhouses must have guttering attached and water butts to collect the water. Application forms are available upon request from the Allotment Officer.

9. Fencing or Barbed Wire.

The Tenant is responsible for any fencing necessary for the protection of crops but are not permitted to erect any fencing whatsoever without the prior written consent of the Council. No consent will be given for the erection of barbed wire fencing. Tenants will need to seek prior written consent from the Council to deposit on the plot any galvanised or other sheeting, iron work, tins, barrels, oil drums or other metal articles except where a proper tank is being used as water storage. Application forms are available upon request from the Allotment Officer.

10. **Boundaries/Barrow tracks.**

The Tenant must allow where the plot adjoins another allotment garden, nine inches of land to make with a similar allowance by the adjoining Tenant, a barrow track eighteen inches wide and to keep the same free from hazard or obstruction.

11. **Dogs.**

If bringing a pet dog on site, the dog should be controlled and kept on a leash. All faeces must be removed immediately and disposed of appropriately off the site.

12. **Restriction on the keeping of live animals.**

The Tenant must receive prior written consent from the Council to keep hens or rabbits on the plot to the extent permitted by Section 12 of the Allotments Act 1950, providing there is no noise nuisance to neighbouring properties. Application forms are available upon request from the Allotment Officer.

13. **Notices.**

The Tenant must not erect any irrelevant notice or advertisement on the plot.

14. **Disputes between Tenants / nuisance.**

It is expected of every Tenant to treat their fellow plot holders with politeness and respect and not to cause or permit any nuisance or annoyance to the occupier of any adjoining land, nor obstruct any paths or roadways set out by the Council.

If a Tenant behaves in an anti- social manner or persists in a manner that threatens other people on the site, then they put their tenancy at risk.

If there is a disagreement between Tenants, all complaints or questions of dispute between the Tenant and any other Tenant of any part of the site shall be referred to the Council whose decision shall be final.

15. **Yielding up.**

When the Tenant yields up the plot at the termination of the tenancy created by this agreement in such conclusion as shall be in compliance with the agreements contained in this Agreement and in particular, that the Tenant shall remove from this plot any structure, ironwork or other article or material not belonging to the Council.

The Tenant must not interfere with any property of the Council on or adjoining the plot or allotment site of which the plot forms part.

The plot must be left in a cultivated condition, free of weeds, grass and objects. A maintenance fee may be payable if the plot is left in an unsuitable condition.

16. **Inspection.**

The Tenant must inform the Allotment Officer immediately of any change of address.

The Allotment Officer or an authorised representative of the Council will undertake periodic inspections of individual allotment plots to ensure cultivation is compliant with the Allotment Tenancy Agreement.

Where a plot is found to be unsatisfactory an inspection failure warning letter will be issued. The letter will describe the reason for the warning and allow a period of four weeks to improve the allotment plot.

The Allotment Officer or authorised representative of the Council will undertake a further inspection of the plot at the end of the four week period and a further assessment will be made. Should the plot still be unsatisfactory, a second letter will be sent to the Tenant issuing a final four week period. At the end of this four weeks a further inspection of the plot will take place. Should the plot still be unsatisfactory then a termination of tenancy letter will be issued giving four weeks' notice for the removal of structures and belongings on the plot

A tenancy agreement can also be cancelled by the Council if the Tenant receives two warning letters within one year and the plot fails the further inspection at the end of the four week period from the second warning letter being issued.

Extenuating circumstances: If the Tenant contacts the Allotment Officer when the first and second failure of inspection letter is received to explain why the plot has not been kept in good condition, such as illness, the Town Clerk may grant an extension for the plot to be improved.

The Allotment Officer or authorised representative of the Council retains the right to enter and inspect any plot at any time.

17. **Byelaws.**

To observe any Byelaws of Allotment rules made by the Council either before or after the date of this agreement.

18. **Termination of Tenancy.**

The tenancy shall terminate in any one of the following ways:

1. The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the Tenant.
2. The Tenant giving the Council at least one month's written notice to quit.
3. By the Council giving the Tenant 12 months written notice to quit expiring on or before 6th April or on or after 29th September in any year in accordance with the Allotments Act 1922 s1(1)(a).
4. Failure to keep the plot in the required standard as specified in this agreement and having been issued two Inspection failure warning letters and a Termination of Tenancy letter within one 12 month period.
5. If the rents or any part of them are in arrears for not less than 40 days whether legally demanded or not.

19. Notices.

Any notice to be given by the Council to the Tenant under the terms of this Tenancy Agreement may (without prejudice to any other means of service which may lawfully be available to the Council) be served on the Tenant either personally or by leaving it at their last known place of residence, by letter sent by recorded delivery service addressed to them there.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid envelope or handed in person to an Officer of the Council.

20. Changes to the Allotment Tenancy Agreement:

The Council reserves the right at any time to amend, alter, omit from, add to, vary, replace, revoke or extend the Allotment Tenancy Agreement in such manner or to such extent as it shall in its absolute discretion think fit and upon written notice of any such change in the Allotment Tenancy Agreement being given by the Council to each Tenant.

21. Rent/Fees

The Council will invoice Tenants annually, from October to October. The rent fee will include the water rate for the plot.

When paying this annual payment, the Tenant is confirming that they accept any additional bylaws and rule changes for the coming year. All changes will be advised on the Council's website and by email/letter to the Tenants.

I, the undersigned, confirm that I have read and will comply with the Allotment Tenancy Agreement as provided by Deal Town Council.

Signed..... Print Name

Date

Please return to the Allotment Officer

By post to:

Deal Town Council
Town Hall
High Street
Deal
CT14 6TR

Or by email to: Gary.Simpson@deal.gov.uk

Deal Town Council cares to ensure the security of personal data. This is done through appropriate technical measures and relevant policies. Data is kept for the purpose it was collected for and only for as long as is necessary. (See our Privacy Notice & Retention Policy online at: www.deal.gov.uk <<http://www.deal.gov.uk>> for further information)