

**SOUTHBOROUGH TOWN COUNCIL**  
**ALLOTMENT TERMS AND CONDITIONS**

**Please read this document thoroughly and sign on the final page.**

**TENANCY AND RENT**

1. The tenancy of an allotment is personal to the Tenant named in the agreement. The Tenant must not sublet, assign, or part with the possession or control of all, or any part, of the allotment without the prior written consent of the Town Council.
2. Public Liability Cover is mandatory for all Tenants and must be in place from the start of a Tenancy. Documentary proof of cover must be supplied to the Town Council. Information on how to get appropriate cover will be detailed in the Allotment Tenancy Information Pack.
3. The rent shall be paid in advance of the rental year and is due on the 1<sup>st</sup> day of April in each year. The initial rent shall be £6.21 per rod per annum as of 1<sup>st</sup> April 2021. The Town Council reserves the right to review the rent annually and give the Tenant 12 months' notice of any proposed change.
4. A Tenant taking up an allotment after 1<sup>st</sup> April in any rental year will be invoiced for the remainder of that year with a pro-rata amount covering the start date to the 31<sup>st</sup> March in the following year. After that, the Tenant will receive an annual invoice in the following year from 1<sup>st</sup> April.
5. The first 3 months of a Tenancy constitute a probationary period. If the Tenant chooses to return the allotment to the Town Council during this period, then the Tenant will have their rental fee returned to them. If the Tenant undertakes no significant work in this probationary period, then the Tenancy will be terminated, and the Town Council will re-let the plot.
6. A Tenant may voluntarily relinquish their allotment at any time or have their Tenancy terminated for breach of the tenancy agreement before the year end, but no refund will be payable unless the plot is surrendered within the initial 3-month probationary period.
7. The departing Tenant shall remove any items or derelict structures from the plot before the end of the Tenancy. The Town Council may dispose of any such material not removed by the Tenant.
8. The Tenant shall observe and perform all conditions and covenants contained on the lease (if any) under which the Town Council holds the Allotment Gardens.
9. Tenants must inform the Town Council in writing about any changes of address. If a Tenant moves to an address outside the Town Council's boundary, then they will have their Tenancy terminated.

**CULTIVATION AND USE OF ALLOTMENT**

10. The Tenant must use the plot as an allotment and for no other purpose. At least 70% of the plot should be cultivated throughout the year and "cultivated" is defined as crop or flower production. Where possible, plots must still be worked in the colder winter months such as by preparing the ground. An area that is cleared annually of weeds but remains un-cropped or un-planted will be considered a non-cultivated area.
11. Allotments with areas that are not suitable for production i.e. heavily shaded or poor soil may be allowed extended lawn areas, but this must be agreed in writing with the Town Council.

12. The Tenant must ensure that the plot is kept free of weeds that will cause a nuisance to adjoining tenants. The use of carpet/underlay for weed prevention is at the discretion of the Town Council and should not be used as a long-term solution. If a plot is identified as overgrown with weeds, then a notice letter will be sent and if no improvement is visible within 8 weeks, a Tenancy Termination Notice will be sent. In such circumstances, the Town Council reserves the right to enter and clear overgrown plots that are causing a nuisance.
- 12b Any weed suppressant used and stored on a plot in the Allotment Gardens, must be removed by the Tenant when the tenancy ends.
13. The Tenant shall keep the grass on the footpaths properly cut and trimmed and shall leave 30cm for footpaths on those sides of their allotment that abut onto another allotment. The Tenant shall not place any weeds, rubbish or any manure on the walks, pathways or roadways on the allotment but shall keep all walks, pathways, and roadways clear and free from obstacles at all times.
14. The Town Council cannot permit plots to remain overgrown or unworked on a long-term basis and reserve the right to serve a Tenancy Termination Notice on any Tenant in breach of the rules regarding cultivated and non-cultivated areas. In such cases, the Town Council will take back control following a notice period to the Tenant of one month.
15. Allotment produce is for personal use only and may not be sold. Allotments may not be utilised as a business resource for financial gain.

#### **TREES AND INVASIVE PLANTS**

16. The Tenant shall not plant trees or shrubs that interfere with a neighbouring plot. The Tenant is not permitted to plant any trees or bushes that take more than 12 months to mature, and all such requests should be made in writing to the Town Council.
17. The Tenant shall not allow any self-seeded trees to grow on an allotment and should contact the Town Council if they have any concerns about existing trees. The Tenant is not permitted to prune, lop, or top any trees without the written consent of the Town Council.

#### **SHEDS/STRUCTURES AND FENCES**

18. No sheds or other buildings, including large polytunnels, shall be erected on an allotment without the written permission of the Town Council. Sheds must be no more than 6' x 4' and PVC greenhouses must be no more than 8' x 6'. Polytunnels must be no more than 9' x 6' x 7' (high), or closest metric equivalent. Tenants must put a request in writing for all new structures and must not go ahead with building until permission has been obtained.

#### **The Council no longer permit the new installation of glass greenhouses.**

19. If permission is given for a shed or other building, then all such structures must be at least 45cm within the boundary of a plot and must be kept in a state of good repair.
- 19b. Security of sheds and other buildings are the responsibility of the Tenant. Southborough Town Council is not liable for any damage or theft from sheds or buildings on a Tenant's plot.
20. Sheds shall be included within the 30% area allowed for non-cultivation. Greenhouses, polytunnels, and fruit cages shall be included with the cultivated area.
21. Only materials for use on a plot must be stored there.
22. It is an offence to attach or hang any materials to any Town Council fencing.
23. The Tenant shall not use barbed wire for any purpose whatsoever in the Allotment Gardens.

## **DOGS, LIVESTOCK AND BEES**

24. The Tenant must obtain written permission from the Town Council to keep livestock in the Allotment Gardens. No livestock other than hens are allowed. The Town Council reserve the right to permit outside agencies (e.g. R.S.P.C.A) to inspect the Allotment Gardens with respect to animal health and environmental issues.
- 24b. During a routine inspection, Town Council staff will carry out a visual check on livestock and will take photographic evidence of livestock, if required. If Town Council staff feel livestock are being mistreated, the Town Council reserves the right to report this to outside agencies for their advice and inspection.
- 24c. Should it be found that livestock are being mistreated, the Town Council reserves the right to revoke the tenancy with immediate effect, with no notice period.
25. Bees may not be kept on the Allotment Gardens.
26. The Tenant shall not bring, nor cause to be brought into the Allotment Gardens, of which the allotment plot forms part, any dog, unless the dog is held on a leash and kept under control at all times.
27. The burial of any pets or animals in the Allotment Gardens is strictly forbidden and will result in termination of the tenancy.

## **WATER, BONFIRES AND OTHER RESTRICTIONS**

28. Ponds and baths are a safety risk, and all tenants are encouraged to remove these as soon as possible. For safety reasons no further ponds or baths will be permitted. Any Tenant found to be in breach of this rule may be given a Tenancy Termination Notice.
29. Bog Gardens are permitted, but application should be made to the Town Council detailing size and materials.
30. Sprinklers and water pumps are prohibited. Hose pipes may only be used if handheld or to fill water butts, if this does not prevent other tenants having access to water supplies. Any form of unattended, mains-connected irrigation is forbidden and may lead to a Tenancy Termination Notice.
31. Bonfires are permitted only with the use of an incinerator. All incinerator equipment must be in good working order. The Town Council will notify Tenants if any incinerator equipment is found to be in poor condition and if the item is not removed and replaced, this could result in an immediate Tenancy Termination Notice as a serious breach of health and safety.

**Before lighting a bonfire, tenants must pay attention to the following:-**

- (a) Check wind direction; ensure smoke will not cause a nuisance to other tenants or local residents.**
- (b) Do not light a fire if damp or misty conditions.**
- (c) Dry material only to be burnt, do not burn oily rags, rubber, plastics, foam, paint, or such materials as they will produce heavy or pungent smoke.**
- (d) No flammable liquids are to be used.**
- (e) Do not leave unattended, douse with soil/sand before leaving and take reasonable precautions to ensure the fire will not reignite.**

**PLEASE NOTE:** Smoke from a bonfire which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property or could affect the comfort and quality of life of the public, could result in action under the Environment Protection Act 1990. Also, tenants who light a fire within 50 feet (15.24 metres) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

**For further guidance on bonfires, please refer to the Southborough Town Council Bonfires, Waste Disposal & Composting Leaflet.**

32. Wood ovens and BBQs are prohibited unless permission has been given by the Town Council to use them as part of an event e.g. Southborough Allotment Holders' Association Event.
33. The Tenant shall display and maintain the number of their allotment plot and shall always keep it visible.
34. The Tenant shall ensure that any fences, gates, and hedges enclosing the Allotment Gardens and also any noticeboards that have been or may be erected, are duly taken care of.
35. The Tenant shall not remove or carry away any mineral, sand, gravel, earth, or clay from the Allotment Gardens without the written permission of the Town Council.
36. The Tenant shall not excavate deep areas on the plot, representing a safety hazard.
37. The Town Council has a Drone Policy on all Town Council-owned land, details of which can be found on the Town Council's website. As such, no drones will be permitted on the Allotment Gardens.

### **BEHAVIOUR/CONDUCT**

38. The Tenant shall not cause or permit to be caused, any nuisance or annoyance to any other Tenant(s) on the Allotment Gardens or the occupier/owner(s) of any adjacent property. Any disputes between one Tenant and another Tenant shall be referred to the Town Council, whose decision shall be final.
39. The Tenant shall not discriminate against, harass, bully, or victimise any other Tenant(s), on any grounds. Any aggressive or violent behaviour, or threats of such behaviour, will be grounds for immediate termination of the tenancy.
- 39b. The Tenant shall not discriminate against, harass, bully, or victimise Town Council Staff or Members of the General Public, on any grounds. Any aggressive or violent behaviour, or threats of such behaviour, will be grounds for immediate termination of the tenancy.
40. The Tenant is responsible for the behaviour of children and adults visiting the Allotment Gardens. No children under the age of twelve are allowed in the Allotment Gardens unless accompanied by a responsible adult and should always be supervised.
41. The Town Council have the right to refuse admittance to any person other than the Tenant or a member of the Tenant's family to the Allotment Gardens unless accompanied by the Tenant or a member of the Tenant's family.
42. Vehicle access to the Allotment Gardens is permitted but only for the purposes of off-loading heavy items. Vehicles should then be moved, immediately, to outside the Allotment Gardens for parking purposes.
43. No person is permitted to sleep on the Allotment Gardens. No overnight erection of tents or any other temporary structure is allowed.
44. Gates and access points to the Allotment Gardens must always be closed.
- 44b. The combination lock on the main gate at Yew Tree Allotment Gardens is the responsibility of Southborough Town Council and the code used will be set by the Council. It must not be altered by any other party.

### **TERMINATION OF TENANCY/INSPECTIONS**

45. Any Member or Officer, Servant or Agent of the Town Council shall be entitled at any time to enter and inspect the Allotment Gardens.
- 45b. Town Council Staff will take photographic evidence of all plots in the Allotment Gardens during routine inspections.

46. These Terms and Conditions are not exhaustive and cannot cover every issue that may arise on the Allotment Gardens. The Town Council reserves the right to issue a Tenancy Termination Notice if the behaviour of any Tenant breaches any of the conditions set out in this document, as well as if any other breach of health and safety or good conduct not specifically covered is proven. The Tenancy Termination will be final and immediate in cases of serious breaches. Complaints from other Tenants or Members of the Public should be put in writing to the Town Council. The Town Council guarantees anonymity and GDPR Data Protection for all complainants. The Town Council decision in such cases is final.
47. Tenancies may be terminated in any of the following ways:-
- (a) By the Town Council or the Tenant giving to the other 12 months written notice to quit in writing on 1 April in any year.
- OR**
- (b) By re-entry by the Town Council at any time after three calendar months previous written notice to the Tenant by the Town Council, on account that the Allotment Gardens are required (i) for any purpose other than agriculture to which it has been appropriated under any statutory provision, or (ii) for building, mining, or any other industrial purpose, or (iii) for roads or sewers necessary in connection with any of these purposes.
- OR**
- (c) By re-entry by the Town Council after one month's written notice to quit:
- (i) If the rent is in arrears for 40 days or more (whether formally demanded or not).
- (ii) If the Tenant is not duly observing any term or condition of this agreement or if the Tenant becomes bankrupt or compounds with their creditors.
- OR**
- (d) Automatically on the death of the named Tenant.
- OR**
- (e) An immediate Tenancy Termination Notice will be issued for dangerous breaches of health and safety, animal cruelty and misconduct, with no notice period.
48. The Town Council may serve notice upon a Tenant either in person, by leaving it at the Tenant's last known address, by registered letter or by recorded delivery letter addressed to the Tenant at the last known address or by fixing a notice in a prominent position at the relevant Allotment Gardens site.
49. The Terms and Conditions can be amended and changed at any time and due notification of the change by letter to all allotment tenants will be valid notice.

## **TERMS**

<b>Town Council</b>	Southborough Town Council.
<b>Allotment Tenancy Information Pack</b>	Information pack sent out at renewal/to new Tenants.
<b>Allotment Gardens</b>	Allotment sites owned by Southborough Town Council.
<b>Tenant</b>	A person who holds a Tenancy of an Allotment.
<b>Tenancy</b>	The letting of an Allotment to a Tenant.
<b>Tenancy Termination Notice</b>	Notice to the Tenant advising them that they must vacate their Allotment.
<b>Rent</b>	The annual rent payable for the Tenancy of an Allotment and all associated amenities.

**Updated 1<sup>st</sup> April 2021**

**I ACKNOWLEDGE that I have received a copy of the above Terms and Conditions and I HEREBY AGREE to abide by them.**

**SIGNED:.....PRINT.....**

**PLOT NO AND SITE.....Date.....**