



THETFORD TOWN COUNCIL

Moving Thetford forward

THETFORD TOWN COUNCIL ALLOTMENT TENANCY AGREEMENT 2011/2012

The Tenant agrees to abide by the terms and conditions set out below:

1. Tenancy and Rent

- 1.1 The Tenant must pay the annual rent. The annual rental period runs from 11 October to 10 October and the rent is due in advance. The rent is subject to annual review.
- 1.2 The Tenant must pay a part year rental for allotments taken on part way through a year (as detailed in attached schedule). Part year rentals are subject to a minimum £5 charge.
- 1.3 The Tenant must pay a refundable deposit of £5 for each key issued by the Council during their tenancy. The deposit will be refunded at the end of the tenancy provided the key is returned to the Council Offices.
- 1.4 The Tenant must be at least 18 years of age. Concessionary rates are available to those over 60 years.
- 1.5 Joint tenancies will only be allowed from the start of a tenancy between related people residing at the same address.
- 1.6 The Tenant whose initial preference is for a half plot, can apply to go on the waiting list at the end of the first year of cultivation for a second half-plot (not necessarily adjacent) providing none of the terms and conditions has been breached.
- 1.7 The Tenant may hold a maximum of two full plots providing there is no waiting list.
- 1.8 The Tenant is required to prominently display the number of their plot to aid identification. Plot numbers are always quoted on any correspondence sent to Tenants.

- 1.9 The Council will arrange for removal of any non-garden refuse prior to first occupation. If the Tenant wishes to take the plot before such refuse is removed, the Council will remove the refuse within a reasonable time-scale.
- 1.10 The Tenant must comply with any covenants and conditions, which may apply under the Deeds of ownership.
- 1.11 The Council will not under any circumstances accept responsibility or liability in respect of any damage to, or loss of, any tools, equipment or anything placed or left on the allotment by the Tenant.
- 1.12 The Tenant must notify the Council of any change of address as soon as possible.
- 1.13 The Tenant must not sublet, assign or part with the possession of the allotment or any part of it.

2. Cultivation and Use

- 2.1 The Tenant must use the allotment only for the purposes of an allotment garden. It must be wholly or mainly used for the production of vegetables or fruit for consumption by the Tenant and their family.
- 2.2 The Tenant must keep the allotment in a good condition and free from weeds. The Tenant will have 6 months from the date of signing the tenancy agreement to clear their plot for cultivation.
- 2.3 The Tenant must keep pathways between plots and the area between the border of their allotment and the pathways in good condition and free from weeds.
- 2.4 The Tenant must not use the allotment for the storage of any vehicles or goods or for the storage of any crops which are not grown on the allotment.
- 2.5 The Tenant must not fly tip, dump rubbish or waste on any part of the allotment site. No building or DIY supplies are to be kept on any part of the allotment site. If any non garden items have to be removed by the Council, the Tenant will be liable for the cost of removal.
- 2.6 The Tenant must not use barbed wire on the allotment site.
- 2.7 The Tenant must not erect any buildings or other structures on an allotment without the written consent of the Council. If consent is given, all buildings or other structures must be kept in a good condition and must be removed by the Tenant if the Council deems it necessary (for example on grounds of safety).

- 2.8 The Tenant must not plant trees, bushes or permanent crops without the written consent of the Council. Trees will only be permitted if they are kept to a maximum height of 1.8 metres (= 6ft).
- 2.9 The Tenant must not remove trees from anywhere on the allotment site without prior written consent.
- 2.10 The Tenant must not or remove any soil, gravel, sand or stones from the allotment site.
- 2.11 The Tenant must not deposit or allow other persons to deposit on the allotment site any refuse or decaying matter (except manure and compost, and then only in such quantities as may be reasonably required for use in cultivation) or place any matter in hedges or ditches situated on the allotment sites or on any adjoining land.
- 2.12 The Tenant must not keep animals on the allotments without the written permission of the Council. **WITH CONSENT** poultry (but not cockerels) and rabbits shall only be allowed on no more than one-third of the total area of the plot.
- 2.13 The animals are to be kept to a standard approved by the RSPCA who, together with Officers/Elected Members of the Council, will carry out inspections of the allotments and animals on a regular basis. Applications to keep livestock as specified must be renewed annually with the rental payment.
- 2.14 The Tenant must not use sprinklers or any form of irrigation system connected to a site tap. Hoses must not be connected to site taps other than for the filling of water butts.
- 2.15 The Tenant is only permitted to burn non-compostable garden waste from their allotment. Bonfires must be kept to a minimum and not cause a nuisance to other plot holders, neighbouring residents or neighbouring businesses.
- 2.16 The Tenant must only use weed killers or pesticides that have been approved by the Soil Association. Tenants are required to exercise caution when spraying weed killers or pesticides to ensure that they do not cause a nuisance to other plot holders.
- 2.17 The Tenant must not use sheeting to help prevent weed growth during the main growing season of May to September. This rule does not apply to new tenants for the first 12 months. However the whole plot cannot be covered in sheeting at any time and signs of clearance and cultivation must be evident.

3. Nuisance

- 3.1 The Tenant is not to cause or permit any nuisance or annoyance to any other allotment holder, or obstruct any path in place at the allotment site.
- 3.2 The Tenant must supervise any children under the age of 18 and not allow them to wander onto any adjoining allotment or cause nuisance or damage.
- 3.3 The Tenant must not allow any dog taken onto the allotment site to cause any form of nuisance to other plot holders.
- 3.4 The Tenant must not allow any dog taken on to the allotment site to foul anywhere on that site.

4. Inspections

- 4.1 The Tenant must permit any Officer or Member of the Council duly authorised for that purpose to enter and inspect their allotment.
- 4.2 Periodic inspections will be carried out to ensure that all terms and conditions are adhered to. Any Tenant found to be in breach of these conditions will be notified and given a maximum of 3 months to bring their plot back in line.
- 4.3 If the Tenant is subsequently found to be in breach of the conditions, a final warning will be issued. If the warning is not heeded a Notice to Quit will be issued.
- 4.4 The Tenant must observe and perform any other special conditions which the Council shall consider necessary to preserve the allotment from deterioration and of which he shall have received notice.

5. Determination of the Tenancy

- 5.1 The Tenant may relinquish the tenancy at any time by giving prior written notice to the Town Council.
- 5.2 The Tenant must relinquish their plot on moving outside the Thetford Town boundary immediately.
- 5.3 The Council may end your tenancy if any rent due is unpaid for 28 days after becoming due (whether demanded or not) or if the Tenant is guilty of any breach of any term or condition of the tenancy, or becomes bankrupt or compounds with his creditors.
- 5.4 If the Tenant breaches any of the rules the Council may bring the tenancy to an end, and still recover money from the Tenant, if they have incurred any liability under this agreement.

- 5.5 The Town Council may end the allotment tenancy by giving 12 months notice to the Tenant. The notice must end on any day on or before 6th April or any day on or after 11th October in any year.
- 5.6 The Tenancy may also be determined at any time after 3 months' notice in writing if the land is required for the purpose of sale, exchange, building roads or sewers or any other non-agricultural use.
- 5.7 The Tenant, on surrendering a plot, must ensure that it is clean and clear. Any cost incurred by the Council to clear a plot will be passed onto the Tenant.
- 5.8 If a Tenant surrenders a plot part way through the year, a part refund of rental paid can be made (as detailed in the attached schedule). Refunds are subject to a £5 administration fee.
- 5.9 The Tenant must return any keys issued when relinquishing their allotment. Keys remain at all times the property of Thetford Town Council.

6. Terms and Conditions

- 6.1 The terms and conditions will be reviewed annually.