

# NORTON-ON-DERWENT TOWN COUNCIL

## EASTFIELD ALLOTMENTS – TERMS AND CONDITIONS

The tenancy is subject to the terms and conditions and will be subject to termination as listed (hereinafter called 'Termination') procedure : -

### 1. Payment of Rent

- 1.1. The yearly rent or a proportionate rent for any part of a year up to the 30<sup>th</sup> September is payable in one payment, in advance on the first day in October in each year, or the commencement date if part way through a year.
- 1.2. If the rent is unpaid after the thirtieth day of October in any year, the tenant will be issued with a Termination Notice, if after a further thirty days, rent is not paid then the tenancy will be terminated, unless otherwise agreed by the Council.
- 1.3. The Council reserve the right to review at any time the yearly rent and to bring into effect the resultant revised charges after giving twelve months notice thereof to the tenant
  - 1.3.1. The Tenant shall be deemed to accept the New Rent unless the Tenant serves notice of Termination as set out in clause 11.5 below.

### 2. Use

- 2.1. The Tenant shall use the Allotment for growing vegetables, fruits and/or flowers and shall not permit the Allotment to be used for the purpose of any overnight accommodation, trade, business or any activity incompatible with allotment gardening.
- 2.2. The Tenant shall not merge one allotment to another to make one double sized allotment and agree to maintain a clear demarcation to enable each allotment to be separately identified.
- 2.3. The Tenant should request in writing before allowing livestock, poultry and pigeons to be kept on their Allotment. All livestock so permitted must be kept in a clean and hygienic state. The keeping of male species of livestock is prohibited.
- 2.4. The use of barbed wire and such like is strictly prohibited.

### 3. Assignment and Subletting

- 3.1. The Tenant may not assign, sublet or part with possession of the Allotment or any part of it provided that it shall not be a breach of this condition for the Tenant to allow, having first obtained the prior written consent of the Council.

### 4. Cultivation

- 4.1. The Tenant must keep the Allotment in "Cultivation" as defined in clause 4.2 below to the reasonable satisfaction of the Council and must keep weeds under control and maintain the soil in a healthy and fertile state at all times.
- 4.2. Cultivation shall mean;
  - i) weed vegetation cleared and under control, and soil dug over, and/or growing fruits, flowers and vegetables, and/or growing green manure crops,

and

ii) No less than 75% of the plot may be under Cultivation

- 4.3.** The Tenant may only plant 1 fruit tree per pole and must ask permission from the Council if they wish to grow more than 1 per pole. All fruit trees must be on dwarf rootstock which may be grown to a maximum height of 3 metres with all tree branches to remain within the boundary of the Allotment and which should not obstruct any pathways, cause shading or root spread to neighbouring plots.
- 4.4.** The Tenant shall not without the prior written consent of the Council cut or prune any timber or other trees take sell or carry away any mineral gravel sand or clay or permit other persons to do so.

## **5. Paths**

- 5.1.** The Tenant shall not cause or permit to be obstructed or cut into any paths provided for the use of the occupiers of other Allotments on the Site.
- 5.2.** The Tenant is responsible for maintaining in an accessible and good condition any pathway or hedge included in their Allotment and the half width of any pathway or hedge around their Allotment.
- 5.3.** Where there is a path between allotments, the Tenant or any other party must not remove these, as they are a vital access requirement to other Allotment tenants.

## **6. Infrastructure**

- 6.1.** The Tenant shall report any damage to the Council's infrastructure to the Council, which includes the hard-surfaces, water supplies, fences and gates.
- 6.2.** The Tenant shall keep shut all gates at all times, when not in use.
- 6.3.** The Tenant may have non-permanent fruit cages and poly-tunnels provided that they do not obstruct paths or block light to neighbouring plots.
- 6.4.** The Tenant shall not construct and place any sheds, greenhouses or any other similar structures without the Council's prior written consent. The Tenant agrees that failure to obtain the Council's prior written consent may result in the structure being removed at the Tenant's own expense.
- 6.5.** The Tenant shall not use the shed, greenhouses or any other structures otherwise than for purposes in connection with the Cultivation of the Allotment, and for the avoidance of doubt the Tenant shall not be allowed to use the shed, greenhouses or any other structure for overnight accommodation.
- 6.6.** The Tenant acknowledges that the Council shall accept no liability in respect of any damage to the Allotment and/or theft of any item or structure placed on the Allotment.
- 6.7.** The Tenant shall keep their shed, greenhouse and/or other structure in proper state of repair to the satisfaction of the Council failing which the Council may require the Tenant to remove such structure from the Allotment at the Tenant's own cost.

## **7. Use of Water**

- 7.1.** The Tenant shall assist in the conservation of water by exercising economy by;

- 7.1.1. Using a watering can when watering wherever possible and
- 7.1.2. Using hand-held hoses which must not be left on unattended, for example a hose may not be left propped up on a plot with a sprinkler nozzle attached
- 7.1.3. Not leaving hoses attached to taps when not in use, and not leave hoses on for longer than is necessary.
- 7.1.4. Complying with water restriction notices when imposed.
- 7.1.5. The Tenant shall where possible harvest rain water and store them in water storage containers within their Allotment for their sole use.
- 7.2. The Tenant shall report any leaks to the Council as soon as possible.

## **8. Waste and the Environment**

- 8.1. Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat.
- 8.2. Materials brought onto the Site must be kept within the confines of the Tenant's own Allotment plot and be for use in allotment gardening only and in such quantities as may reasonably be required for use in Cultivation. Please notify the Council in the case of a large delivery of organic material outside of the Tenant's Allotment.
- 8.3. The Tenant must not bring onto the Site or allow other persons to bring onto site, any refuse, commercial or household waste including carpets.
- 8.4. The Tenant shall not use carpet as a weed suppressant, given the chemical content used in manufacturing, as can over time contaminate the soil.
- 8.5. The Tenant shall remove any waste or refuse on the Allotment during the tenancy or on the termination of the tenancy howsoever determined, failing which the Council may seek to recover the costs of removal from the Tenant.
- 8.6. The Tenant shall avoid burning where reasonable and may only burn dry, organic material, during the months of October to March (inclusive), and must be burned in an early morning or evening and only when this does not cause a nuisance to others, and may not burn material that gives off noxious fumes or pollutes the soil. The Tenant must not leave the fire unattended, extinguish the fire if a nuisance arises or at the request of another tenant and must make it safe before leaving the Allotment. Where possible, please refrain from using fires and please consider composting as the preferred option. When lighting fires, please ensure the wind is blowing away from any nearby private residences.
- 8.7. The Tenant shall use organic methods of pest and weed control and plant and soil improvers wherever possible. For example, companion planting reduces need for chemical pest control.
- 8.8. If the Tenant uses chemicals, they shall not contain neonicotinoid insecticides. The Tenant shall use legally approved chemicals, in accordance with the manufacturer's instructions and shall take all reasonable care to ensure such chemicals do not spread beyond the host Allotment plot and will not cause harm to members of the public, water supplies, and animals including bees, cats and wildlife, other than vermin or pests.

**8.9.** The Tenant shall store any chemicals safely and securely and in accordance with the manufacturer's guidelines and shall dispose of them properly and not on Site.

## **9. Inspections**

**9.1.** The Tenant acknowledges that the Council and any Member Officer or Agent of the Council reserves the right to enter and inspect the Allotment at any time.

**9.2.** The Council will conduct quarterly inspections of all allotments and where possible notices will be erected to inform tenants of when these will be in advance.

## **10. Allotment Code of Conduct**

**10.1.** The Tenant shall;

**i)** treat others with respect and understand all views are important even if they are not the same as their own

**ii)** respect individuals rights to manage their plot and grow the produce they wish as long as it is within the rules of the established Tenancy Agreement and Allotments Legislation

**iii)** not to use any form of violence on the Site whether physical and/or verbal

**iv)** not cause or permit any nuisance or annoyance to the occupier of any other

allotment on the Site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action

**v)** not commit any acts of discrimination against any person or body on grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable and contravene the Council's Equality and Diversity Policy

**vi)** not trespass or cause damage to other Tenants' Allotments or crops or take other Tenant's crops without that Tenant's prior permission

**vi)** not photograph or film other people on the Site without that Tenant's prior permission

**viii)** at all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders, statutes or regulations affecting the Allotment

**ix)** agree that in any case of dispute between the Tenant and any other occupier of an Allotment on the Site which cannot be resolved shall be referred to the Council, whose decision shall be final and binding on all parties involved in the dispute

**x)** agree that where nuisance behaviour could be considered a Criminal Offence, to report it both to the Council and the Police. The Council and/or Police would have the final say in any disagreements.

**10.2.** The Council reserves the right to amend the Code of Conduct from time to time and any amended Code of Conduct shall be binding upon the Tenant following the service of a copy of the amended Code of Conduct on the Tenant.

## **11. Termination Procedure**

The legal termination procedures are under THE SCHEDULE in The Allotment Act 1922 Section 1 Sub-section (1), as amended by the Allotments Act 1950 Section 1 (1).

The Tenancy Agreement shall continue until terminated in any one of the following manners;

**11.1.** The Council shall be entitled to terminate a tenancy by giving 30 days written Termination Notice if:

**11.1.1.** the rent is in arrears 30 days or more after it has become due, whether demanded or not; or if the Tenant becomes bankrupt or compound with their creditors; or

**11.1.2.** the Tenant breaches of any of the terms and conditions of this Tenancy

**11.2.** If the Tenant passes away, the Council automatically has a right of re-entry and to re-let the Allotment.

**11.3.** In the event of the Allotment not being sufficiently cultivated, but no earlier than three months following the date of this Agreement, the Council shall issue a non-cultivation notice giving 30 days' notice for the Tenant to comply and cultivate. If the Tenant does not comply by the end of this notice period, the Council will serve a 30 day Termination Notice.

**11.4.** In the event of Non-Payment of rent as given in Payment of Rent, the Council shall issue a Non-Payment of Rent Notice giving 30 days for the Tenant to comply. If the Tenant does not comply by the end of this notice period, the Council will serve a Termination Notice

**11.5.** The Tenant may terminate this tenancy by:

**11.5.1.** giving the Council 30 days' written Termination Notice expiring at any time; or

**11.5.2.** giving the Council Termination Notice in writing after the tenant has been served with a Notice to review the rent. The Tenant's Termination Notice must be given before the Commencement date of the revised rent.

**11.6.** Any notice required to be given by the Council to the Tenant shall be sufficiently served on the Tenant either by handing it to the Tenant personally or by leaving it at or sending it by ordinary post to the Tenant at the last known address of the Tenant or by affixing the same in some conspicuous manner on the Allotment Plot, or by email which the tenant supplied when the agreement was signed. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by recorded post to the authorised Officer of the Council.

**Claire Eade, Town Clerk to Norton-on-Derwent Town Council**

8<sup>th</sup> September 2023