NEWPORT PAGNELL TOWN COUNCIL

Tenancy Agreement

1. INTERPRETATION OF TERMS.

1.1 The following definitions shall apply throughout the agreement:

1.1.2 "the Council" shall mean the Town Council of Newport Pagnell and shall be interpreted to include the "Allotment Working Group".

1.1.3 "the Allotment Working Group" shall mean those members of the Council who have been elected to sit on the Allotment Working Group

1.1.3 "the tenant" shall mean the person eligible to use the allotment by virtue of signing a tenancy agreement with the Council and paying for the allotment plot.

1.1.4 "tenancy agreement" shall mean the agreement signed by the tenant, conditions of which are set annually by the Allotment Working Group of the Town Council

1.1.5 "the term" shall mean a period of one year.

1.1.6 "the allotment year" shall mean the period running from 1st October to 30th September the following year.

1.1.7 "temporary structures" shall mean no footings, foundations or cement bases and an installation that can be removed at short notice.

2. PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENTS.

Allotments may only be let to applicants currently living in the parish of Newport Pagnell who have not previously breached the conditions of the tenancy agreement.

3. RENT

3.1 Before the commencement of a tenancy period, the Council will notify the prospective tenant in writing, of: -

(a) The rental which is payable in advance on the commencement date of the 1st October.

(b) The new tenancy agreement for the term.

3.2 The Council may revise the rent from time to time and will give the tenant 12 months' notice of any rent increase, which will be included in the annual renewal notice of the preceding year, to take effect the following year.

3.3 Any tenant who does not wish to accept the revised rent and revised tenancy agreement must notify the Council, in writing no later than one month after the date of notification of the new rent. This notification by the tenant will constitute their wish to give notice to terminate the tenancy on the following 1st October.

3.4 The Council reserves the right to alter the tenancy agreement at the end of each allotment year but shall not alter the tenancy agreement within this period.

3.5 Tenants who occupy plots during the middle of the allotment year shall pay the same price as if they had occupied the plot for the entire allotment year.

3.6 The Council requires a £10 one off admin charge from all new tenants along with a

refundable £10 key deposit and a £50 plot deposit. When the plot is relinquished, it will be inspected to ensure that the plot has been returned in a workable and reasonable state. If it is noted that the plot has been left in a poor condition and that the tenant has not adhered to the terms of their tenancy agreement, neither the key or plot deposit will be returned / returned in full. Nonpayment of the annual rent will also result in deposits not being returned / returned in full.

4. CONDITIONS UNDER WHICH ALLOTMENT GARDENS ARE TO BE CULTIVATED.

4.1 PLOT MAINTENANCE

THE TENANT SHALL:

4.1.1 Keep the allotment plot clean and free from hazards, e.g., broken glass, or scrap metal etc. free from noxious plants and reasonably free from weeds.

4.1.2 Keep their plot in a good state of cultivation and fertility, and in good condition and have at least ¼ of the plot under cultivation of crops within 3 months of taking on the plot and at least ¾ of the plot under cultivation within 12 months of taking on the plot.

4.1.3 After 12 months keep at least ¾ of the plot under cultivation excluding during the winter season.

4.1.4 Remove all non-compostable waste from the site.

4.1.5 Ensure that the plot is clearly marked out so that the number can be easily identified. Failure to do so would be a breach of the tenancy agreement.

4.1.6 Maintain the upkeep and preservation of the paths between individual plots – avoiding encroaching on paths and ridings.

4.1.7 Not plant trees on their plot. Fruit bushes are allowed up to a maximum height of 5ft or 1.52 meters. Bushes should be regularly maintained and pruned to ensure that they do not exceed the specified size.

4.1.8 Not cut or prune any timber or trees, without the written consent of the Council, (other than those on the tenant's own plot).

4.1.9 Not take, sell, or carry away any minerals, gravel, clay, or sand.

4.1.10 Observe and perform any other special conditions which the Council considers necessary to preserve the allotment gardens from deterioration and of which notice is given to tenants in accordance with these Conditions.

4.1.11 Tenants must cultivate a varied range of horticultural crops to promote diversity and prevent monoculture. Tenants must grow a broad mix of fruit, vegetable and herb varieties. Dedicated single crop production where only one or two species are the majority of the plot is strictly prohibited.

4.2 WATER CONSERVATION

THE TENANT SHALL:

4.2.1 Practice sensible water conservation by using guttering on sheds and greenhouses linked to a water butt or water tank and by considering mulching as a water conservation practice.

4.2.2 ensure that all water butts have lids on them.

4.2.3 only use a maximum of three water butts with a storage capacity of 250 litres or one water tank with a storage capacity of 1000 litres on each plot.

4.2.4 Not stack water storage tanks.

4.2.5 Not use any kind of hose. The use of hoses or similar hose fitting connections are strictly prohibited.

4.2.6 Not tamper with, alter, damage, obstruct, or otherwise interfere with any push tap, water fitting, pipework, or water supply infrastructure provided on the allotment site. Tenants are prohibited from modifying or securing push taps in a manner that allows water to run continuously. Any tenant found to have interfered with water supply equipment may be liable for the cost of repairs and may be deemed to be in breach of their tenancy agreement

4.2.7 Not fill water conservation butts or tanks from the taps provided on site and rely on these to only be filled with rainwater.

4.2.8 Not use water from any one of the water points on the allotment for car washing or for any purpose other than the irrigation of the allotment plot.

4.3 ERECTION OF STRUCTURES

THE TENANT MAY:

4.3.1 Erect any two of the four structures listed below, as long as the 75% cultivation rule applies (see clause 4.1.3 above). Structures must NOT exceed the recommended measurements below

- One shed measuring no more than 2.5 meters x 2 meters (8ft x 6ft) and/or
- One greenhouse measuring no more than 2.5 meters x 2 meters (8ft x 6ft) and/or
- One Poly Tunnel 2.5 meters x 2 meters (6ft x 8ft) and/or
- One chicken coop/run no more than 2.4 meters x 2 meters (6ft x 8ft) subject to the tenant agreeing to the conditions under which chickens may be kept in clause 4.7 and its sub clauses below.

THE TENANT MUST:

4.3.2 When taking on a plot, the tenant takes responsibility for all structures on the site, such as sheds, greenhouses, polytunnels and compost bins, and must ensure that these are maintained in a safe working condition or must arrange removal of such items.

4.3.3 Not construct structures on a fixed/permanent base. All structures must be temporary structures which can be moved at short notice. Cement for any reason is not permitted on or around allotment plots. Concrete slabs, where used, can only be laid directly onto soil or a light bed of sand.

4.3.4 Seek permission, by email or written letter, from the Allotment Working Group before any structure or irrigation or water storage mechanism is erected.

4.3.5 Maintain all structures in a good safe order with no protruding pieces or nails. Structures must be in no danger of falling down or coming apart in high winds. If the Allotment Working Group is not satisfied with the state of a structure the tenant must repair it to the Council's satisfaction or remove it within one month of instruction to do so. If the structure is not removed the tenancy will be terminated and the cost of removal of the structure forwarded to the tenant

4.3.6 Only use glass substitutes such as polycarbonate, Perspex, or other alternatives in structures such as sheds and greenhouses.

4.3.7 Secure all sheds / greenhouses with a padlock or D-lock, and should preferably chain up any equipment left inside sheds/greenhouses. The Council does not insure and has no obligation to insure anything left on site by the tenant.

4.3.8 Not erect any fencing of any type without the prior consent of the Allotment Committee.

4.3.9 On vacating the plot, remove all structures, irrigation systems or water storage mechanisms from site, unless by prior agreement with the Allotment Working Group, the tenant has been given leave to retain these on site. Where the Council has to remove either a structure, irrigation system or water storage mechanism left after the tenant has vacated the plot the tenant will be liable for the cost of such removal.

4.4 HEALTH AND SAFETY ON SITE

The Town Council holds no responsibility for the Health and Safety of anyone on site. Tenants must accept the principle of taking responsibility for their own safety, whilst ensuring they use their best endeavours to make the site as safe as possible for other users and visitors.

THE TENANT SHALL:

4.4.1 Close and lock the gates behind them at all times.

4.4.2 Not have a bonfire on the Allotment Site at any time.

4.4.3 Not bring asbestos or asbestos products onto site.

4.4.4 Take responsibility for the health and safety of themselves, the actions of children and others entering the allotment site with their permission.

4.4.5 Keep themselves and others who join them on the allotment at a safe distance away from any riverbanks.

4.4.6 Keep themselves and others who join them on the allotment away from other tenants' plots, and off the ridings which could, from time to time, be occupied by vehicles.

4.4.7 Not store flammable/combustible products or LPG gas at any time in sheds or anywhere on the allotment site.

4.4.8 Not utilise carpets, underlay or cardboard on the allotment owing to the risk of this attracting rats, other rodents, vermin, wild animals or reptiles

4.4.9 Avoid storing any product or item that serves as food or housing for rats and other rodents, vermin, wild animals or reptiles

4.4.10 Not use barbed wire on the plot for fencing or anywhere else.

4.4.11 Not erect canes within 1 metre of any neighbouring plot.

4.4.12 Keep up to date with the latest advice on restrictions related to any infectious diseases and follow the latest advice given, which could affect how a tenant can access and work their plot. The Council will provide advice on this matter to tenants.

4.5 DRIVING ON SITE

THE TENANT SHALL:

4.5.1 Keep vehicular speed on ridings down to 5 mph or below.

4.5.2 Only bring vehicles onto site where it is necessary to make deliveries or collections of manure, compost or other fertiliser, or produce.

4.5.2 Not drive motor vehicles other than on the main ridings (i.e. ridings wide enough to accommodate vehicles).

4.5.3 Not obstruct the riding with any motor vehicle or cart or trailer.

4.5.4 Not cause any damage to the grass, ground, structure, plot or utility provision with any vehicle. Should any vehicle cause damage, the tenant will be held responsible for the repair of any damages caused or, if this is not repaired, will be held responsible for the costs incurred by the Council in repairing the damage.

4.5.5 Not bring vehicles onto the site between October and May to avoid damaging ridings when they are wet.

4.5.6 Only bring suitably sized vehicles of less than 3 tonne onto the site.

4.5.7 Only bring trailers onto site where these fit behind a small vehicle and ridings can be safely navigated with the trailer. The total weight of vehicle, trailer and goods must not exceed 3 tonnes.

4.5.8 Hold adequate insurance for damage to their own vehicle and damage to anything else on the allotment site. The Council's insurance does not cover damage to vehicles on site and there is no obligation on the part of the Council to ensure that ridings are safe for vehicles.

4.5.9 Not ride E-Scooters, E-Bikes or other powered personal transporters as these are strictly prohibited anywhere on the allotment site, with the exception to mobility scooters or powered wheelchairs. Standard pedal cycles and legal electrically assisted pedal bikes (EAPC's) may be brought onto site but must be pushed at walking pace only.

4.6 <u>CAUSING NUISANCE</u>

THE TENANT SHALL:

4.6.1 Not cause any nuisance or annoyance to the occupier of any other allotment garden

4.6.2 Not obstruct any path set out by the Council for the use of the occupiers of the allotment gardens or the paths which divide individual plots.

4.6.3 Not deposit or allow other persons to deposit on the allotment plots any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches, dykes or surroundings of the allotment site.

4.6.4 Not enter onto any other plot at any time without the express permission of the relevant plot holder.

4.6.5 Not remove produce from any other plot without the express permission of the relevant plot holder.

4.6.6 Not leave items beyond the confines of their plots

4.6.7 Not bring or cause to be brought onto the allotment site any dog unless it is always held on a leash and remains on the tenant's plot only.

4.6.8 Remove any animal fouling and disposing of this off-site.

4.7 <u>KEEPING POULTRY ON SITE</u>

WHERE THE TENANT WISHES TO KEEP POULTRY ON SITE THE TENANT SHALL:

4.7.1 Not keep any poultry without specific permission from the Council.

4.7.2 Store all chicken food products in metal containers, to protect from vermin, and ensure excess food is not scattered around the plot.

4.7.3 Not allow chickens to roam the site and keep any poultry on their allocated plot in a chicken hatch/coop.

4.7.4 Provide a suitable hatch/coop large enough for chickens that does not constrain their ability to live a healthy life subject to the requirements of clause 4.3.1. They should have access to fresh air & natural light, for their well-being.

4.7.5 Not keep cockerels as the Allotment Act 1950 does not allow these.

4.7.6 Chickens must be kept in groups of at least two and must not be housed individually. As flock animals, chickens require the company of other chickens to maintain good welfare standards and to avoid stress and social isolation. The Council reserves the right to require a tenant to obtain a companion bird or make alternative arrangements if only one chicken remains on the plot.

5. SUBLETTING, ASSIGNMENT AND TRADING

THE TENANT SHALL:

5.1 Not sublet under any circumstances.

5.2 Not assign the plot or work at the plot to anyone else. However, it is possible that the Allotment Working Group would consider giving the tenant the right to transfer tenancy by mutual agreement between the plot holder and other relation or colleague under special circumstances such as temporary illness.

5.3 Not conduct any trade or business relating to the allotment or its produce.

6 TENANCY AGREEMENT - AGREEMENT FOR LETTING.

6.1 A tenancy agreement with a hirer may be signed by the Clerk to the Council or any other Officer of the Council duly authorised by the Clerk on their behalf.

6.2 By payment of the annual rent in October the Tenant is agreeing to the terms and conditions set out within the tenancy agreement and to the Council holding their data.

6.3 The tenant shall give notice in writing to the Allotment Officer of any change in their address, or telephone / email contact details, within 28 days of such change.

7. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN.

7.1 Tenancies can be terminated in several ways:

7.1.1 By the death of the tenant. The tenancy will terminate on the 30th September, following the death. However, the tenancy will be offered to any surviving widow, widower or partner, and any other family members can be considered for the continuation of the tenancy.

7.1.2 By the tenant giving notice. The Tenant must complete a relinquishment form, available from the Council Offices / website, or by writing to the Allotment Officer of the Council. No refund of rent will be made, except for a key deposit if one was made.

7.1.3 By the Council giving notice to the tenant as follows:

a. If the rent is in arrears for not less than 40 days.

b. If the tenant is not duly observing the conditions of this tenancy.

c. If, for any other good reason, deemed suitable by the Council, where part of, or all the site is to be sold or repurposed, then the Council may terminate a tenancy and will be required to provide the tenant with at least twelve months' notice that the site may be sold or repurposed.

7.2 In the event of the termination of the tenancy the tenant shall return the key made available to them during the tenancy. If the key is not returned no key deposit will be refunded.

7.3 Upon relinquishing or the termination of the tenancy agreement the tenant must leave the plot in a tidy, manageable condition. All grass, weeds and green growth must be strimmed or cut down to ground level and all arisings (cuttings), crops, personal property and waste must be cleared from the plot. The plot must be left 'ready' to be re-let to a new tenant. If in the opinion of the Allotment Working Group the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the tenant who has terminated his/her/their tenancy. If the tenant paid a plot deposit at the time of taking on their plot, this will be deducted from their invoice

8. NOTICES.

8.1 During growing season, a monthly inspection will be made. Any Member or Officer of the Town Council, or allotment representative, shall be entitled at any time, when directed by the Town Council, to enter and inspect any allotment site and any plot.

8.1.1 If it is evident that the tenant has not complied with the Tenancy Agreement, a letter will be issued identifying them of that non-compliance. Letters may be issued by email. Any letters sent by email to the last known email address shall be regarded as having been received whether or not received within 24 hours of the date of the email, unless confirmation that the email has not technically been able to be delivered is received by the Council.

8.1.2 At the next monthly inspection, a formal letter will be issued if the plot has not been brought up to an acceptable standard. The Allotment Working Group may take the liberty of bypassing this step in the procedure if no work has taken place and the tenant has made no attempt to contact the Allotment Officer or their Site Rep. Such second letters may be issued by email. Any letters sent by email to the last known email address shall be regarded as having been received whether or not received within 24 hours of the date of the email, unless confirmation that the email has not technically been able to be delivered is received by the Council.

8.1.3 If no meaningful work has commenced after 14 days from this a Notice to Quit will be issued by registered or recorded post. Any Notice to Quit served on the tenant will be addressed to their last known address. A notice sent by registered or recorded post is to be treated as having been served on the third working day after posting whether it is received or not.

9. DISPUTES

9.1 Should any disputes arise between allotment holders and the Council, or outgoing or incoming tenants, these shall be reported in writing to the Council.

9.2 Should the tenant disagree with a decision made by the Allotment Officer or the Allotment Working Group, a complaint may be made in writing and an appeal hearing may be requested. The decision of the Council at appeal will be final.

10 DATA PROTECTION

10.1 By signing the Tenancy agreement tenants agree that the Council may hold personal data such as name, address and telephone numbers on its database. This information will only be used by officers, members, and site representatives of the Town Council in the performance of their duties.

11 WATER SWITCH ON POLICY

The water on all allotment sites is turned off between 1st November and the 1st April. However, if hot weather is expected prior to the switch on date the taps may be turned back on earlier.