

**PETERSFIELD TOWN COUNCIL
ALLOTMENT AGREEMENT FORM**

| Name | Address | Tel No: | Email |
|------|---------|---------|-------|
| | | | |

| Site | Plot Number | Area in Rods |
|--------------------|-------------|--------------|
| Tilmore Allotments | | |

Date Tenancy Commences

First Rental £..... (if different from your terms and conditions)

I agree to take on the tenancy from year to year from the first day of October in each year from Petersfield Town Council the allotment garden referred to above, subject to the Council's tenancy terms and conditions which I have read and have a copy of.

| |
|---|
| Signed by tenant |
| Witnessed by (no relation to tenant) |
| Date |

REFUNDABLE DEPOSIT
 Receipt is acknowledged of a re-instatement deposit £60 (sixty pounds) – which, subject to satisfactory state of plot on vacation, will be returned to the tenant on termination of this agreement.

 Such deposit may be used by the Council for any reinstatement of the allotment Garden at the end of the tenancy into the condition it was in prior to the commencement of the tenancy and in this case will not be refunded to the tenant.

Please tick box if you would like to be contacted by the Sheet & Tilmore Allotment Association

Date entered _____ Allotment Officer _____

**PETERFIELD TOWN COUNCIL
ALLOTMENT TENANCY TERMS AND CONDITIONS**

1.(a) The rent for the allotment garden shall be £..... per annum PAYABLE IN ADVANCE ON THE FIRST DAY OF OCTOBER IN EACH YEAR or such other rent as the Council in their discretion may from time to time determine and notify to the Tenant provided that any such revised rent shall not be payable until one year after it is notified to the Tenant and in the event of the Council determining an increased rent, the Tenant may, by notice in writing given to the Council within the said month forthwith, determine the tenancy.

(b) Where the tenancy commences otherwise than on 1 October, the amount of rent payable in respect of the period from such commencement to the next following 1 October, shall be such fraction of the annual rent as the Council, in their discretion, determine and notify to the Tenant and shall be payable on the signing hereof.

2. The tenancy is subject to the following conditions:-

(a) The tenant shall use the Allotment Garden as an allotment garden only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family and for no other purpose) and to keep the soil clean, free from noxious contaminants, perennial weeds and in good condition and also in a good state of cultivation and fertility adhering to the cultivation standards specified below at 2 (b). The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or of premises in the vicinity of the allotment garden site or obstruct any path set out by the Council for the use of the occupiers of any other allotment gardens.

(b) Cultivations Standards/Monitoring Cultivation/Enforcement:

i. Cultivation Standards

New Tenants will be expected to have cultivated at least 25% of the plot within a period of 3 months, 50% after six months, 75% after nine months and 100% within twelve months and thereafter. This 100% excludes any grassed area (max 5%), sheds, greenhouses and composting.

New tenants are offered either rotavation or spraying if the plot they are taking on is in a poor state. If they wish they may spray the plot themselves prior to rotavation or vice versa.

Plots must be cultivated in a way that does not interfere in a material way with the enjoyment of neighbouring tenants.

Whilst it is accepted that a variety of styles of gardening are enjoyed by tenants from diverse backgrounds, including those based on “no-dig” principles or which make extensive use of mulches the following key elements for cultivation shall apply:

- Removal of weed seed-heads before the seed has set
- Control of pernicious weeds, such as those that spread through the extension of roots, (e.g. Ground Elder, Mares Tail) or by generating new plants from growing tips in contact with the soil (e.g. Brambles)
- Removal of long grass or detritus that is likely to harbour slugs and snails (which may forage to the adjoining plot)
- Keeping paths free of hazards to allow free and unimpeded access and to ensure grass paths are trimmed.

The majority of the plot shall be dedicated to the growing of fruit, vegetables and flowers across the growing season. Any grassed area shall not exceed 5% of the plot and must be

kept mown. Paths must also be kept mown. Sheds, greenhouses and composting areas must be kept in a good, clean and safe condition.

ii. Monitoring Cultivation

Allotment sites are inspected monthly (from March – October) by Town Council Officers with assistance, if requested or required, from the Allotment Association.

iii. Enforcement

If a plot is not being cultivated to the agreed standards a letter will be sent to the plot holder setting out the problem and an indication of what is expected to be improved together with a timescale if the tenancy is to be allowed to continue. This letter will also give an invitation to the tenant to explain (formally in writing but with the option of an informal consultation first) any special circumstances of a temporary nature that may make it impossible to meet the standard required by the deadline specified. An invitation to contact the Allotment Association for help and advice will also be included. If three such letters are sent within one year your tenancy will be terminated.

Where the tenancy is of a full plot (usually 10 rods) the tenant may be offered the opportunity to reduce the holding to half a plot with immediate effect.

Where it is justified for social reasons (e.g. where a tenant otherwise in good standing is facing a temporary disability) a formal ‘buddy system’ may be used to bring in support for cultivation of the plot from a volunteer, the Allotment Association may be able to help with this. A temporary solution would be to allow the tenant to cover the plot with black membrane for a maximum of one growing season.

When tenants refuse these reasonable alternatives and fail to remedy the situation then the full powers available under the Allotment Acts to terminate the tenancy will be used with clear evidence of non-cultivation being secured in the form of photographs and evidence of letters written to the tenant.

When an allotment tenancy has been terminated the Town Council will not return the deposit as it has the right to reclaim from the departing tenant the cost of restoring the plot to a tenantable condition.

- (c) The tenant shall not deposit or allow other persons to deposit any refuse or decaying matter except manure and compost in such quantities as may be reasonably required for use in cultivation (or place any matter in the hedges, ditches or dikes situated in the allotment field of which the allotment garden forms part or on the adjoining land).
- (d) The tenant shall not underlet, assign, or part with the possession of the allotment garden or any part of it.
- (e) The tenant shall not, without the written consent of the council, cut or prune any timber or trees, or take, sell, or carry away any mineral, gravel, sand or clay.
- (f) The tenant shall not, without the written consent of the Council erect any building or any erection whatever on the allotment garden – greenhouses, polytunnels and sheds are permitted with permission of the Town Council – apply in writing to the Allotment Officer.
- (g) The tenant shall keep every pathway and hedge that forms part of the allotment garden properly cut, trimmed and all ditches properly cleansed.
- (h) The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of any of the gardens.
- (i) Any person authorised by the Council shall be entitled at any time to enter and inspect the allotment garden.
- (j) The allotment garden shall not be used as a Market Garden.

- (k) The tenant shall not bring or cause to be brought into the allotment field of which the allotment garden forms part, any dog unless the dog is held on a leash.
 - (l) Hens (not Cockerels) and Bees are permitted - with permission of the Town Council – apply in writing to the Allotment Officer
 - (m) The Tenant shall display the appropriate Allotment Garden plot number at all times.
 - (n) The Tenant shall not burn any material except Allotment garden rubbish on their Allotment Garden and shall first take precautions to avoid nuisance to other Allotment Garden tenants and the householders of properties adjoining the site; without prejudice to the generality of this clause the Tenant shall note the wind direction in considering annoyance likely to be caused to these persons by the smoke of their bonfire. (Note: any complaints received shall be initially referred to the Council's Allotments Officer (or such other Officer as may from time to time be designated).
 - (o) The Tenant shall indemnify the Council against costs, claims and liabilities which may arise in connection with his or her negligence in connection with the individual allotment garden, shed, polytunnel and greenhouse (if applicable). An inexpensive public liability scheme is available, contact South West Counties Allotments Association (SWCAA) on www.allotmentssouthwest.org.uk You are advised to consider public liability cover for your allotment.
 - (p) The Tenant shall, not later than the determination of his or her tenancy, remove or cause to be removed at the request and direction of the Council's Allotment Officer (or such other Officer as may from time to time be designated) any buildings/sheds/or other structure erected on the allotment garden by the Tenant, unless the building has been passed to the new tenant. If the Council requests in writing and the Tenant refuses or fails to remove a shed, building or other structure situate upon the Allotment Garden the Council may remove the same and the cost thereof shall be chargeable to the outgoing tenant and payable by such person within one month of demand.
 - (q) The Tenant shall not use synthetic carpet or underlay as a weed suppressant.
 - (r) The Tenant shall not use the Allotment Garden for residential purposes.
 - (s) No trees other than fruit trees shall be grown on the Allotment Garden.
 - (t) The Council reserve the right to re-enter after three months' notice given in writing expiring any time, in the event of the allotment gardens being required by the Council.
 - (u) The tenancy may be determined (terminated) by the Council or Tenant by twelve months' notice in writing, expiring on or before the sixth day of October or on or after the twenty-ninth day of September.
 - (v) That the tenant paying the said rent and observing the conditions herein contained shall quietly hold and enjoy the premises during the said term without lawful interruption by the Council or any person claiming right under or in trust for them.
 - (w) If the said rent or any thereof shall at any time be in arrear for twenty-one days after the same becomes due (whether legally demanded or not), or there shall be breach by the tenant of any of the foregoing conditions or if he shall commit any act of bankruptcy or compound with his creditors, then the council may, without prejudice to any right in respect of any antecedent breach of condition by the tenant re-enter upon the premises and determine the tenancy.
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Petersfield Town Council

YOUR TENANCY AGREEMENT EXPLAINED



The Allotment Agreement form tells you:

- The date of the start of your tenancy
- How much your rent is and when it is paid
- Details of the refundable deposit

Terms and Conditions for Having Your Allotment Garden

The main points are:

- You agree to pay a deposit for your allotment garden. This is returned to you if your allotment garden is left in good condition. If the allotment garden is left overgrown, or with rubbish and needs to be cleared, then the deposit is kept and put towards the cost of this work
- You may grow fruit, vegetables and flowers. You may have a lawn or a play area for your children on your allotment garden (maximum 5% of your plot). You are expected to care for ALL of your allotment garden, not just part of it and let the rest grow weedy
- You do not bring onto your allotment garden any harmful things such as banned chemicals, asbestos, builder's rubble, man made carpets that do not rot away etc.
- You keep the soil free from harmful things such as glass, plastic waste, builder's rubble etc.
- You show care and consideration to other allotment users and the people around the allotment site. This means that you do not do things that may upset people around you e.g. have a smouldering smoky bonfire, play music loudly, let your dog bark or off the lead
- You can only keep hens on your allotment garden (with permission from the Town Council) – no Cockerels
- You are responsible for the boundaries of your allotment garden. You are responsible for cutting your half of the grass path running beside your allotment garden
- You are responsible for any structure on your allotment garden. You must either remove it when you leave your allotment garden or pass it on to the next tenant. You are responsible for keeping any structures safe and well maintained
- You must display the number of your plot on your allotment garden at all times

This is a brief explanation of your allotment agreement and terms and conditions which should be read in full and kept with your agreement form.

Please note:

It would be helpful if tenants who cease to cultivate their allotment gardens and intend to give up their tenancies would notify the Council in writing (e-mail or letter) as soon as possible so that the allotment garden can be re-let and does not become derelict.

Regular inspections are undertaken to monitor the state of plots – failure to comply with the conditions above will result in termination of your tenancy. An initial letter will be sent outlining the problem and giving you a chance to give reasons for the non-compliance and agree a timetable for improvement. If following the next monthly inspection no improvement or no contact has been made your tenancy will be terminated.

A combination lock is fitted on all gates, please contact The Allotment Administrator Marian Cross on 01730 264182 for the number.

Please inform the Allotment Administrator if you are going to be away for any long periods of time (e.g. holidays, illness)

Water is supplied at each site – use the closest tap and trough to your allotment. Please note water supply is turned off during the winter months (usually November to March)

If you have any questions regarding either your agreement form or the terms and conditions then please contact The Allotment Administrator Marian Cross on 01730 264182 or email admin@petersfield-tc.gov.uk

Happy Gardening!