

MONMOUTH TOWN COUNCIL

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Tenancy Agreement

Monmouth Town Council

Allotment Tenancy Agreement

Tenancy Agreement dated between Monmouth Town Council of Shire Hall Agincourt Sq Monmouth NP25***

and the Tenant named below.

Tenant: _____
Address: _____
Address: _____
Town: _____
Post Code: _____

An Agreement (hereinafter called "the Tenancy Agreement") on the **DD/MM/ YYYY** between the Monmouth Town Council of Shire Hall Agincourt Sq Monmouth NP25*** (hereinafter called "the Council") by the duly authorised Officer in that behalf of the one part and «Tenant» (hereinafter called "the Tenant") of the other part whereby the Council agree to let and the Tenant agrees to hire as a yearly Tenant the Allotment at

Two Rivers Allotment Site (hereinafter called "the Site") **Plot** on the register of Allotments

Plot Number: _____
Plot Size: _____ SqM
Rent: _____

Monmouth Town Council manage the Allotment site as Manager in Partnership with Monmouth Allotment Association and by accepting this agreement the Tenant or Tenants agree to this partnership

The Tenancy is subject to the following terms and conditions:-

1. Rent

- 1.1 To pay the rent hereby reserved (in advance and) without deduction otherwise than allowed by statute on the 1st October each year;
 - 1.2 The rent may be varied by the Council giving at least 3 months' notice to the Tenant to review the rent and the date upon which it is to become effective (hereinafter called "the Commencement Date"). Following the expiry of the notice to review the rent, the varied rent (hereinafter called the 'New Rent') shall from the Commencement Date become due and payable in substitution for and in the same manner as the former rent;
 - 1.3 The Tenant shall be deemed to accept the New Rent unless the Tenant serves notice of Termination as set out in clause **** below;
 - 1.4 No refunds will made:
2. 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, or for commercial purposes;
 3. The Tenant may not assign, sublet or part with possession of the Allotment or any part of it;
- 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 Weed vegetation to be kept under control, with a least 75% of plot to be used for cultivation:
 - 4.3 All fruit tress must not exceed 3 metres in height and all branches to remain within the boundary of the Allotment plot, also which should not obstruct any pathways, cause shading or root spread to neighbouring plots.
5. 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.
 6. The Tenant shall report any damage to the Council's infrastructure to the Council, which includes the hard-surfaces, water supplies, fences and gates;
 7. The Tenant shall shut and lock(if applicable) entrance the gates at all times.
 8. The Tenant may have non-permanent fruit cages and poly-tunnels provided that they do not obstruct paths or block light to neighbouring plots;

9. Structures on Site

- 9.1 The Tenant shall not construct and place any sheds, greenhouses or any other similar structures other than of reasonable size;
 - 9.2 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;
 - 9.3 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 to include flood damage;
 - 9.4 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 remove such structure from the Allotment at the Tenant's own cost.
10. The Tenant shall assist in the conservation of water by exercising economy by;
 - a) Using a watering can when watering wherever possible;
 - b) 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;
 - c) Not leaving hoses attached to taps when not in use, and not leave hoses on for long periods or unattended when in use;
 - d) Complying with water restriction notices when imposed.;
 - e) The Tenant shall report any leaks to the Council or MAA as soon as possible.
 11. The Tenant shall enter the Allotment by using the proper roads, paths and gates and shall not cause any damage to any roads, paths, gates or fences.
 12. 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.
 14. 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.
 15. The Tenant must not bring onto the Site or allow other persons to bring onto site, any refuse, commercial or household waste.
 16. 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.
 17. The Tenant shall avoid burning where reasonable and may only burn dry, organic material, 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 and must make it safe before leaving the Allotment.

18. Pesticide Use

17.1 The Tenant shall use organic methods of pest and weed control and plant and soil improvers wherever possible;

17.2 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, animals including bees, cats and wildlife, other than vermin or pests;

1.1. 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.

18. Visitors

18.1 Tenants may be accompanied by their dog(s) providing that they are kept under control at all times;

18.2 Tenants may keep bees and rabbits in accordance with the terms and provisions of The Allotment Act 1950

18.3 Only the Tenant or person(s) authorised by the Tenant, are allowed on the Site and while on Site;

18.4 the Tenant is responsible for their conduct and supervision, particularly in the case of children;

18.5 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.

19. Allotment code of conduct

19.1 The Tenant shall;

19.1.1 Treat others with respect and understand all views are important even if they are not the same as their own;

19.1.2 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;

19.1.3 not use any form of violence on the Site whether physical and/or verbal;

- 19.1.4 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;
- 19.1.5 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;
- 19.1.6 not trespass or cause damage to other Tenants' Allotments or crops or take other Tenant's crops without that Tenant's prior permission;
- 19.1.7 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;
- 19.1.8 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;
- 19.1.9 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;
- 19.1.10 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.

20. Termination Procedure

- 20.1 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)).
- 20.2 The Tenancy Agreement shall continue until terminated by a Notice to Quit issued by either the Council or the Tenant.

I HAVE READ THE ABOVE AGREEMENT AND CLAUSES AND AGREE TO ABIDE BY THE TERMS AND PAYMENT SCHEDULE SET OUT.

SIGNED by the said:

(Council) :.....Date:.....

SIGNED by the said

Tenant:.....Date:.....