

CHESHAM TOWN COUNCIL

TENANCY AGREEMENT AND TERMS AND CONDITIONS SUBJECT TO WHICH ALLOTMENT GARDENS ARE LET BY THE COUNCIL

1. With effect from 1 October 2016 the rent per pole per annum shall be as follows:

<u>Allotment Site</u>	<u>Charge per 25.3 m² (or pole)</u>
Asheridge Road/Bellingdon Road	£3.90
Cameron Road	£3.40
Amersham Road	£3.90

A rebate of 30% of the standard rate may be claimed by any tenant (upon proof of age and/or circumstances) if he or she:

- has reached the age of 60 in the financial year for which rent is due;
- is on income support
- claiming job-seekers' allowance
- claiming disability allowance
- full-time student
- under 16 years old

Padlocks are fitted to all allotment gates, for the security of the tenant's crops and property. Keys will be issued to all tenants on payment of a deposit, which is refundable upon termination of the tenancy.

SECURITY: The tenant must ensure allotment gates are closed on entering or exiting from an allotment site.

2. a. Tenancies shall be yearly from 1st October on which date a year's rent shall become due. Payment to be made in full within 21 days. This rent is subject to review.
b. A letter will be sent to tenants who have not paid by the 22nd October, giving 40 (FORTY) DAYS NOTICE TO PAY, failure to respond within that time, will result in ONE MONTH'S NOTICE TO TERMINATE THE TENANCY.
c. Notices are exhibited on all allotment site gates by the Town Council prior to 1st October, which includes the sentence "Individual notices will not be sent to allotment holders".
3. The tenant shall have the right to terminate the tenancy by the giving of up to THREE MONTHS notice in writing. Provision will be made with the agreement of the Council for the outgoing tenant to harvest such crops as available within this notice period. Upon giving up the tenancy of the allotment garden, the tenant shall be refunded on a pro-rata basis any rent as may have been overpaid, provided the allotment garden is left in a reasonable condition.
4. The Council shall have the right to terminate the tenancy by one year's notice.
5. The maximum area of land rented at any one time by any existing tenant is 30 poles or 3 full plots. The maximum area for any new tenant will be limited to 10 poles or one full plot.
6. The Council shall not be responsible for the payment of compensation for tenants' improvements.
7. The tenant shall accept the following responsibilities, each one of which is a condition subject to which the tenancy is held
- a. The tenant shall keep the allotment garden clean. No rubbish or non-compostable items are to be left anywhere on the plot. The tenant shall also keep the allotment garden in cultivation: weeds kept under control, grass pathways to be mown periodically and kept tidy and fallow areas of soil to be turned over periodically.
 - b. The Council Officer (Parks & Premises Manager) and Allotment Group Officers/Representatives will inspect all allotments on four occasions within an annual period to ensure that tenants are not in breach of the tenancy agreement. The allotment inspection will take place:
 - i. April and early August with Parks and Premises Manager and Allotment Group Chairman/Vice Chairman

- ii. June and early September with Allotment Group Officers and Representatives, along with the Chair of the Recreation and Arts Committee or their nominated representatives from the committee. (Recommendations to Parks and Premises Manager and Allotments Group Chairman)

If it is determined that a breach has occurred and/or where there is no visual improvement undertaken by the tenant, the Council acting on the recommendations of the Parks and Premises Manager will give notification to the relevant tenant in writing, a warning letter, final notice or termination notice as applicable, unless there are extenuating circumstances, which can be brought before the Town Clerk or an appeals panel as determined by the Council.

- c. The tenant shall not cause any nuisance or annoyance to the occupier of any allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens, or the Council employees.

ENVIRONMENTAL PROTECTION ACT 1990 – Nuisances from Garden Bonfires, Section 79 and Section 80 of the Environmental Protection Act makes it an offence, subject to a maximum fine of £20,000 to cause a nuisance arising from the burning of garden refuse. You are advised, therefore, that wherever possible, you should compost allotment/garden refuse – to include weeds, end of season flowers, plants, fruit, vegetables and leaf material, failing that, it should be removed to the Civic Amenity Refuse Disposal facility at Latimer Road, Chesham. When the burning of garden refuse is unavoidable you should leave material until it is completely dry before burning, small quantities only should be added to the fire, and it should not be allowed to smoulder for long periods.

ANY NOTIFIABLE WEEDS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE PARKS AND PREMISES DEPARTMENT FOR THE APPROPRIATE DISPOSAL.

Your co-operation in reducing smoke pollution of the atmosphere would be appreciated.

- d. The tenant shall not underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Council.
 - e. The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
 - f. The tenant shall not, without written consent of the Council, erect any building on the allotment garden, provided that consent shall not be refused under this sub-paragraph to the erection of a garden shed and/or greenhouse.
 - g. The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
 - h. The tenant shall observe and perform any other special condition with the Council consider necessary to preserve the allotment garden from deterioration.
 - i. The tenant shall not water his plot using a hose pipe directly connected to any of the Council's water supply points, but shall be permitted to use hose pipes as a means of filling a water butt or any other container provided at the tenant's own expense.
 - j. The tenant is required to comply with the Town Council's Chemicals in Open Spaces Policy/COSHH paragraph 1.9 – Allotments.
 - k. The tenant shall ensure that any dog brought on to the allotment gardens is securely on a leash.
 - l. The tenant shall not keep any animals, livestock or bees on the allotment gardens.
 - m. The tenant shall not deposit on the allotment garden, any refuse, perishable or otherwise (except manure and compost to enable and enhance growing), or place any matter in any hedges or dykes on the allotment site.
 - n. The tenant shall notify the Council of any permanent change of address.
 - o. No asbestos material shall be brought onto the allotment site for any purpose.
 - p. PHOTOGRAPHIC EVIDENCE MAY BE USED TO AID INSPECTIONS.
8. The tenant will be expected to acquiesce in any readjustment of boundaries or plots that may be found necessary after the Council have carried out any detailed survey of their allotment gardens.
 9. The tenant shall permit an Officer, employee or agent of the Council, to enter onto the allotment garden for the purpose of inspecting or maintaining the Council's property.
 10. The Council or any representative of the Council will not be held responsible for any property taken onto the allotment.

11. On the death of a tenant, the Council shall look sympathetically on a request to transfer ownership to any partner or family member who wishes to be responsible for the maintenance and cultivation of the existing allotment garden.
12. The tenancy may cease in any of the following manners:
- (1) by the Council at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required for:
 - (i) any purpose (not being the use of the same for agriculture) for which is has been appropriated under a statutory provision;
 - (ii) for building, mining or any other industrial purpose;
 - (iii) for any roads or sewers necessary in connection with any of those purposes
 - (2) by the Council at any time after giving one month's previous notice in writing to the tenant;
 - (i) if the rent or any part thereof is in arrears for not less than FORTY days - whether legally demanded or not.
 - (ii) if there has been a breach of the Council's Terms and Conditions set out in this tenancy agreement on the part of the tenant.
13. Any notice required to be given by the Council to the tenant, may be signed by the Town Clerk or other nominated Officer, and may be served on the tenant either personally, or by leaving it at the tenant's last known address – or by prepaid post addressed to the tenant there, or by fixing the notice in a conspicuous manner on the allotment garden.
- Any notice required to be given by the tenant to the Council, shall be sufficiently serviced if signed by the tenant and sent by prepaid post to the Town Clerk, or signed by the tenant and delivered by hand to the Town Hall.
14. Any matters relating to the tenancy of an allotment garden that are not covered by or specifically referred to in this Tenancy Agreement or Terms and Conditions shall be settled by negotiations between the Council and the tenant.

AGREEMENT

I agree to accept and abide by the Terms and Conditions set out in the Tenancy Agreement above.

Name:

Address:

Telephone No:

Site:

Plot No.

No. of poles:

Rent from 1st October 2016 -

Signed _____ **(Tenant)** **Date** _____

Countersigned _____ **(Town Clerk)**