



# Allotment Rules and Regulations

**Clerk:** Michelle Curtis

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**TENANCY AGREEMENT INCORPORATING  
ALLOTMENT RULES AND REGULATIONS**

Tenancy Agreement for the use of allotments administered by Tollesbury Parish Council (each an "**Allotment**").

This Tenancy Agreement shall not come into effect until:

- (i) payment has been received by the Council in cleared funds; and
- (ii) a signed copy of this Tenancy Agreement has been received by the Council (via the Parish Clerk)

**1. INTRODUCTION**

The Allotments are on the site in Station Road, Tollesbury. The site is the property of Tollesbury Parish Council. Throughout this Tenancy the expression the "**Council**" means the Parish Council of Tollesbury.

**2. ELIGIBILITY**

Allotments may be let at the absolute discretion of the Council to an applicant who is, at the time of application, residing within the Parish of Tollesbury throughout their tenancy, as demonstrated by the provision of reasonable evidence to the Council (including but not limited to a recent (less than 3 months old) utility bill and council tax statement.)

**3. RENT**

This Tenancy Agreement shall run from 1<sup>st</sup> October to 30<sup>th</sup> September inclusive and the Tenant shall pay the yearly rent within 28 days of receipt of the renewal letter. The Council may determine the amount of rent chargeable for an Allotment from year to year.

**4. GENERAL CONDITIONS**

The Tenant of an Allotment shall comply with the following conditions at all times:-



- 4.1 To use the Allotment as an allotment garden only and for no other purpose without the prior consent in writing of the Council.
- 4.2 To keep the Allotment reasonably free from weeds and otherwise maintain it in a good state of cultivation and fertility and in good, tidy, safe condition and to keep any pathway included therein or abutting thereon reasonably free from weeds.
- 4.3 The Tenant shall not cause or permit any nuisance or annoyance to the occupier of any other Allotment or any other neighbouring land or properties or to obstruct or encroach on any path set out by the Council for the use of the occupiers of the Allotments.
- 4.4 The Tenant may not underlet, assign, or part with the possession of the Allotment or of any part thereof without the prior consent in writing of the Council.
- 4.5 Not to cut any timber or other trees adjacent to the Allotment, or take, sell or carry away any mineral, gravel, sand, earth or clay without the prior consent in writing of the Council.
- 4.6 The Tenant shall not, without the written consent of the Council, erect any building or other structure on the Allotment and must remove any permitted buildings or structures if this Tenancy is terminated. The Tenant agrees that failure to obtain the Council's prior written consent may result in the building or structure being removed by the Council or its subcontractors at the Tenant's own expense. If consent is granted, such structures shall be maintained in a good and safe state of repair at all times and should be used solely for the storage of garden implements, seeds and produce. Notwithstanding the requirement for the written consent of the Council, any permitted buildings shall only be permitted to a maximum size of 8ft (w) x 6ft (d) x 6ft (h). The Council shall accept no liability for loss by accident, fire, theft or damage to any tools or contents and will not replace any building or structure that is destroyed or damaged. Any building or structure must be erected at least 18" inside the Allotment boundary.
- 4.7 Shall not erect any fence adjoining any path set out by the Council for use of occupiers of the Allotments.



- 4.8 Not to deposit or allow other persons to deposit on the Allotment any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation).
- 4.9 Not to place any matter in any hedges or ditches in the Allotment site or on any adjoining land.
- 4.10 To ensure that any dog brought onto the Allotment is kept on a leash or otherwise under control whilst on the Allotment.
- 4.11 Not to keep any animals or livestock of any kind on the Allotment without the prior consent in writing of the Council.
- 4.12 Not to erect any notice or advertisement on the Allotment.
- 4.13 To return the Allotment at the determination of the Tenancy in the same condition as it was let at the commencement of the Tenancy.
- 4.14 To observe and perform any other special conditions which the Council may from time to time consider necessary to preserve the Allotment garden from deterioration or to render it safe and of which written notice shall be given to the Tenant.
- 4.15 Water butts may be permitted on the Allotment at the discretion of the Council provided they are secured and covered at all times. It is the responsibility of the Tenant to ensure that any water butt on the Allotment is maintained in a safe condition at all times and the Tenant should consider arranging public Liability Insurance for their liabilities towards third parties.
- 4.16 The Tenant shall not plant any trees on the Allotment without the prior written consent of the Council. If permission to plant trees is granted, the Tenant shall only plant dwarf rootstock fruit trees provided they are planted in an area which does not cause a nuisance to any neighbours. The surrounding area must be suitably maintained and any trees or other vegetation on the Allotment shall be kept always less than 2m in height.
- 4.17 The Tenant shall promptly 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 of such waste or refuse from the Tenant.



- 4.18 Bonfires may be lit in accordance with the following rules:
- (i) Tenants must not light a bonfire if the wind will cause smoke, embers or particles to cause a nuisance or risk of fire to other Allotment users and neighbouring residents.
  - (ii) Under no circumstances shall a fire be left unattended or left to smoulder at any time.
  - (iii) Suitable means must be at hand to control and extinguish the fire at any time.
  - (iii) A bonfire may only be lit in a safe, purpose made, steel receptacle, so that it is contained at all times. The Council reserves the right to revoke the right to light bonfires on the Allotment at any time.

## **5. POWER TO INSPECT THE ALLOTMENT**

Any member of the Council or its appointed subcontractors shall be entitled at any time to enter onto the Allotment and inspect the condition thereof and of any building erected thereon.

## **6. ALLOCATION OF VACANT ALLOTMENTS**

The Council may offer vacant Allotments to applicants on the waiting list maintained by the Parish Clerk except where the Allotment falls vacant due to a Tenant's death where it may, at the Council's discretion, be offered to a member of the Tenant's family who may wish to take over the allotment garden. Family is defined as a spouse, son or daughter living with the Tenant at the time of death, or another family member not living with the Tenant but nominated by the Tenant before their death, who resides within the Parish of Tollesbury.

## **7. TERMINATION OF TENANCY**

This Tenancy shall terminate on the yearly rent day next occurring after the death of the Tenant and may also terminate in any of the following manners: -

- (a) automatically, on the 30<sup>th</sup> September of each year; or
- (b) by either party giving to the other party 6 (six) months notice in writing ; or
- (c) within 14 days of the Tenant failing to permanently reside within the Parish of Tollesbury



- (d) by re-entry by the Council at any time after giving one months previous notice in writing to the Tenant: -
  - (i) if the rent is in arrears for not less than forty days or;
  - (ii) if it reasonably appears to the Council that there has been a breach or breaches of any the terms and conditions and obligations by the Tenant and they have not been remedied to the satisfaction of the Council within 14 days of the provision of written notice by the Council to do so.

#### **8. SERVICE OF NOTICES**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant by posting it by first class post or delivering it by hand at the address provided by the Tenant below or by fixing the notice in a conspicuous manner on the Tenant's allocated Allotment. Any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and received by the Clerk of the Council for the time being, as stated on the website of the Council: <http://www.tollesburyparishcouncil.gov.uk/>.

#### **9. CHANGE OF ADDRESS**

The Tenant shall promptly provide written notice of any change of address to the Council, via the Parish Clerk

#### **10. DISPUTES AND COSTS AND MISCELANEOUS CLAUSES**

Should any dispute arise between the Tenant and any other tenants or neighbours of the Allotment, it shall be referred to the Council who shall have absolute discretion as to how such dispute shall be resolved.

Any costs, losses or liabilities incurred by the Council as a result of the failure of the Tenant to comply with the terms of this Tenancy Agreement shall be recoverable in full by the Council from the Tenant, and shall include the recovery of any reasonably incurred legal costs.

Save as expressly provided in this Tenancy Agreement, no amendment or variation of this Tenancy Agreement shall be effective unless made in writing



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and signed by a duly authorised representative of the Council.

The failure of the Council to exercise or enforce any right under this Tenancy Agreement shall not be deemed to be a waiver of that right and shall not operate to bar the exercise or enforcement of it at any time thereafter.

If any provision of this Tenancy Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

This Tenancy Agreement constitutes the entire agreement and understanding between the Tenant and the Council in relation to the subject matter of this Tenancy Agreement and shall supersede any prior promises, representations, undertakings or implications whether made orally or in writing between the Tenant and the Council.

**I HAVE READ THE ABOVE AGREEMENT AND CLAUSES AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS AND PAYMENT SCHEDULE SET OUT ABOVE AT ALL TIMES.**

PRINT NAME: .....

ADDRESS: .....

.....

SIGNED: .....

DATE: .....

Michelle Curtis  
Clerk to the Parish Council  
1<sup>st</sup> October 2018



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Version	Details of Changes	Date	Approver
V1.0	Adopted	01/06.2016	TPC
V2.0	Revised	01/10/2018	TPC