

# SWAFFHAM TOWN COUNCIL

## Allotment Tenancy Terms and Conditions

- 1) The rent shall be paid in the month of September each year for the period to 11<sup>th</sup> October of the following year.
- 2) Tenants shall be requested to pay a £20 deposit when taking on a tenancy agreement, which is refundable when vacating the plot if it is left in a clean and tidy condition ready to re-let otherwise the deposit will be retained by the Council to contribute towards the clearance cost. Tenants shall be requested to pay a £5 key deposit, which is refundable if the key is returned to the Town Council offices on vacating the allotment plot.
- 3) The tenant will only be allowed one allotment during their first year, should the tenant request a second allotment the Council will only allow a second allotment if the first one has been fully cultivated and kept in a clean and tidy condition. Any tenant will only be allowed two allotments at any one time.
- 4) The tenant shall keep the allotment free from weeds, in good state of cultivation and fertilized. Tenants failing to observe this regulation are liable to meet the cost of restoring the plot to a clean and tidy condition.
- 5) The Tenant may cultivate vegetables, flowers, soft and hard fruit. Plants grown to produce or extract illegal substances are strictly prohibited.
- 6) The tenant may use the water from the supply on the allotment site, but the use of sprinklers is prohibited at all times. Hose pipes must be used sparingly and only used to top up water butts and other water containers. Excessive use of water is prohibited and should be reported to the council. The tenant must comply with any drought order.
- 7) The tenant shall ensure that the number of the allotment plot is clearly displayed in a prominent position at the front of the allotment plot.
- 8) The tenant shall not use rubber backed carpets on the allotment plot or any area surrounding the plot. Ordinary carpeting may only be used as a weed suppression agent and must be lifted each spring and stored tidily. In any event it must be removed from the plot on termination of the tenancy.
- 9) The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the Council for the use of the occupiers of the allotments.
- 10) The tenant shall not underlet, assign or part with the possession of the allotment or any part of it.
- 11) The tenant may erect a shed up to 8' x 10', but shall not, without the previous written consent of the Council, erect any larger shed or similar structure on the allotment.
- 12) The tenant may erect a poly tunnel up to 8' by 10', but shall not, without the previous written consent of the Council, erect any larger poly tunnel or similar structure on the allotment.
- 13) The Tenant may not deposit or allow other persons to deposit on the allotment any refuse or any decaying matter (except manure and compost in quantities as may be reasonably required for use in cultivation).
- 14) Vehicles may be taken on to an allotment site only during any period when the owner/driver of the vehicle is working thereon. Vehicles should not obstruct access or be parked on the tracks; however, allotment tenants may at their own expense create a parking area on their allotment. If a parking area is created this still forms part of the allotment and must be kept in a clean and tidy condition.
- 15) The tenant shall not, without the written consent of the Council, fell any trees, or remove any soil from the allotment.
- 16) The tenant shall keep any hedge or portion of the path that immediately bounds the allotment in order, and paths clear of weeds, and shall not plant any bush within a distance of 18 inches from the boundary of the plot. Any fences in place around the boundary of the allotment must be kept in good condition and replaced by the tenant if damaged.
- 17) The tenant may plant up to 8 fruit trees on any one allotment, this number to be pro-rata to half allotments. On termination of the tenancy the tenant may remove any trees and bushes planted during the tenancy.
- 18) Any Officer or Authorised Agent of the Council shall be entitled at any time to enter and inspect the allotment.
- 19) The tenancy shall terminate on the death of the tenant, but sympathetic consideration will be given to any application for its renewal to a near relative.
- 20) The tenancy may be terminated by the Council under Section 30 of the Smallholdings and Allotment Act 1908, on one months notice:-
  - a) If the rent is in arrears for not less than 40 days, or
  - b) If it appears to the Council that the tenant, not less than three months after commencement of his tenancy, has not duly observed the conditions contained in the agreement.
- 21) The tenancy may be terminated by the Council, by giving twelve months notice in writing to expire on or before 6<sup>th</sup> day of April or on or after 29<sup>th</sup> day of September of any year.
- 22) The tenancy may be terminated by the tenant by giving three months notice in writing expiring at any time.

- 23) Where a tenancy termination has been issued by the Council, the tenant must ensure that all items are removed from the allotment. Failure to do so will result in the Council removing and disposing of any items on the allotment.
- 24) The use of barbed wire for any fence adjoining any path set out by the Council for use by tenants is prohibited.
- 25) The use of tyres on the allotment sites for fencing or for any other reason is prohibited.
- 26) Tenants who take their dogs on to their allotment sites must keep them under control and cause no nuisance to other allotment holders. Any excrement must be removed by the dogs' owner.
- 27) Tenants will be responsible for all guests who accompany them on the allotment. All children must be accompanied by an adult and stay on their allotment.
- 28) The tenancy may be terminated if you cause or take part in discriminatory behaviour or harassment towards another tenant.
- 29) For security reasons the Tenant is not allowed access to the allotment site during the hours of darkness except for those tenants with livestock. Except when in use, gates on the allotment sites, shall be kept locked at all times by means of the key allocated to the Tenant.
- 30) Swaffham Town Council does not accept liability for any items damaged or stolen on the allotments, the Tenant is fully responsible for any items taken onto or stored on the allotment.
- 31) The Tenant may keep up to 20 chickens on the allotment. No animals, livestock or other fowl are to be kept on the allotment without the prior consent in writing of the Council.
- 32) The tenant must erect an adequate run and cover their run with wood chippings or other suitable material to stop the ground getting too muddy.  
Chicken coops and runs, depending on size, may require planning permission. The planning department at the District Council should be contacted. The location of the runs and coops should not be near your own or any residential property.
- 33) The tenant must prevent their chickens from attracting vermin by regular cleaning of the shelters, removal of uneaten food and, if possible, relocation of the shelter / run.
- 34) If livestock is found to be distressed in any way on the allotment the RSPCA will be notified immediately with the tenant being informed.
- 35) Tenants are responsible for their own property, if a tenant's property is stolen or vandalised they are encouraged to report the incident to the police and inform the Town Council.
- 36) The Tenant shall inform the Council forthwith of any change of his/her address. If the Council does not receive notification from the Tenant and any correspondence to the Tenant's address is returned undelivered, the Council may terminate the Allotment tenancy.
- 37) The Tenant shall inform the Council before the end of the allotment rental year if he/she does not wish to renew his/her tenancy.
- 33) The 'Allotment Tenancy Terms and Conditions' are subject to change and amendments will be issued on an annual basis with the invoice and must be returned to the Council with full payment.

**Signed** ..... (Tenant)

**Date** .....