

SWAFFHAM TOWN COUNCIL

Allotment Tenancy Agreement

Please keep for your referral

THIS AGREEMENT BETWEEN Swaffham Town Council (hereinafter called the Council) and the Tenant, as named on the invoice, (hereinafter called the Tenant) shall be deemed as executed upon receipt of full payment; and the Tenant must adhere to the following terms and conditions.

1. The Council agrees to let and the Tenant agrees to hire, as a tenant. Details of the allotment location and plot number is held in the Council Allotment Register and detailed on the invoice.
2. The tenancy is subject to the Allotments Acts 1908 to 1950, and to any Allotment Gardens Rules made from time to time by the Council.
3. The tenant hereby agrees to their details being held on the Council's computer for the purpose of correspondence and shared with SCALGA unless otherwise advised to the contrary.

GRANTING OF ALLOTMENTS

4. New applications will be placed on the bottom of the waiting list for each site specified on the application form. The next available plot will be allocated to first named on the list. If an offer of an allotment has been declined, the named person will be placed at the bottom of the list. Applicants applying for a second allotment must wait for 12 months after the initial tenancy starts. The waiting list must be filled before offering an extra plot to someone in the same household.
5. Allotments will be allocated at the discretion of the Town Council.
6. Any Officer or Authorised Agent of the Council shall be entitled at any time to enter and inspect the allotment.
7. If the Town Council does not have a current address and telephone number for the tenant the tenancy will be deemed to be terminated.
8. The tenant shall not underlet, assign, or part with the possession of the allotment or any part of it. A person add a named helper on their plot but must inform the Town Council. The named person may have first refusal on this plot if it becomes available.

PAYMENT

9. The annual rent shall be paid in the month of October within 30 days of receipt of an invoice.

10. Tenants shall pay a £40 deposit for the tenancy which is refundable when vacating the plot if it is left in a clean and tidy condition ready to re-let (this will also include filling in or removal of any ponds or water features) Where costs to clear allotments exceed the value of the deposit the Council will charge the excess amount to the leaving tenant.

USE OF THE ALLOTMENT

11. The tenant shall at all times comply with all laws, by-laws, and statutory orders.
12. The tenant shall keep the whole of the allotment in good order, in a good state of cultivation and free from excessive weeds. Tyres and rubber backed carpet are prohibited. Non-rubber backed carpet may be used for weed control but must be removed at the end of the tenancy, (see clause 9 above) Tenants failing to observe this regulation will meet the cost of restoring the plot to a clean and tidy condition.
13. The tenant may plant up to eight 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. The tenant shall not, without the written consent of the Council, fell any trees, or remove any soil from the allotment. Fruit, vegetables, trees, and flowers can be grown for personnel use but not for retail.
14. The tenant may use the water provided from the supply on the allotment site, but the use of sprinklers and hoses for watering is prohibited at all times. Hose pipes can be used only to top up water containers and from these to water the plot.
15. Shed's, greenhouses, and poly tunnels are permitted but must not in total cover more than 20% of the plot. Constructions that require planning approval are prohibited.
16. Materials, wood doors etc shall not be stored on the plot except where intended for use in the construction of sheds, raised beds, fencing etc, the tenant may be asked to remove excessive or unsuitable materials. The tenant is fully responsible for all items onto their plot. **Anything stolen or damaged should be reported to Norfolk Constabulary by calling 101 or reporting online and the Town Council thereafter.**
17. Allotment tenants may at their own expense create a parking area on their allotment. Parking areas will form part of the allotment and must be kept in a clean and tidy condition and may only be used when the tenant is on site.
18. The tenant shall keep any hedge or portion of the path that immediately bounds the allotment in order, and paths clear of weeds. Any fences in place around the boundary of the allotment must be kept in good condition and replaced by the tenant if damaged. Barbed wire fences are not permitted.
19. Tenants must not cause any nuisance to other allotment holders. They will be fully responsible for guests and children. Dogs must be kept under control at all times. Dog excrement must be removed by the dog's owner.

Bonfires must not cause a nuisance to other tenants or adjoining home owners. For bonfire guidelines: Visit [Breckland District Council](#) for more information or alternatively visit [gov.uk](#)

20. 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.
21. 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.

GENERAL GUIDELINES ON KEEPING FOWL

22. No livestock will be allowed without the prior consent of the Council: up to 20 chickens, in addition: up to two turkeys or three geese or two ducks are permitted per tenant, pro rata a half plot. Variations of these quotas will need written approval from the Council
23. The tenant must provide livestock with good living conditions, free from mud, well fed and watered. They must be contained within runs and coops that allow them to thrive. The RSPCA will be notified immediately if this rule is ignored, and the tenancy may be cancelled. All reasonable measures must be taken to avoid infestation by vermin.

TERMINATION by TENANT

24. 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.
25. The tenancy may be terminated by the tenant by giving one months' notice in writing expiring at any time and the tenant shall inform the Council if they do not intend to renew their tenancy at the end of the rental year.

TERMINATION by COUNCIL

26. The tenancy may be terminated by the Council under Section 30 of the Smallholdings and Allotment Act 1908, on one month's notice:
27. If the rent is in arrears for not less than 40 days, or
28. 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.
29. The tenancy may be terminated by the Council, by giving twelve months' notice in writing to expire on or before 6th day of April or on or after 29th day of September of any year.

30. The tenancy may be terminated by the council on one month's notice: if the tenant has taken part in any discriminatory behaviour, harassment of or caused a nuisance to another tenant or the Council, or if after the first contact, the allotment is still not worked to the standard expressed in the rules above.

GENERAL

31. The 'Allotment Tenancy Agreement' is subject to change and amendments and will be issued on the uptake of the allotment and a copy held on the Council website.

Reviewed and approved by Asset & Open Spaces Committee on 26 September 2022