



**NESTON TOWN COUNCIL
TENANCY AGREEMENT
FOR AN ALLOTMENT GARDEN**

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BETWEEN :- **NESTON TOWN COUNCIL** (THE COUNCIL)

and :- (THE TENANT)

For the allotment known as (THE PLOT)

1. AGREEMENT TO LET

The Council agrees to let to residents within the Neston Town Council area, and the tenant agrees to take the plot on a yearly tenancy from

2. RENT

The tenant agrees to pay the Council a rent payable 12 months in advance. Full payment is due on the issue of the agreement and rent demand and is non-refundable. Failure to pay will result in cancellation of the agreement.

3. CONDITIONS OF LETTING

As well as paying the rent the Tenant agrees with the Council:

3.1 Use of land

To use the Plot as an allotment /leisure garden growing normal garden selections of vegetables, fruit and flowers for personal use and consumption utilising a greenhouse, frame , poly-tunnel or shed if required. Trailers and vehicles may be used when loading and unloading, but are prohibited from being stored overnight.

3.2 Cultivation

To keep the plot clean, reasonably free from weeds and otherwise in a proper state of cultivation and good condition. The council will be entitled to claim compensation from a tenant who upon termination leaves a plot in a worse condition than when the tenancy started. This will cover any cost of any reinstatement required.

3.3 Nuisance

Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. Bonfires are discouraged on all plots, however if bonfires are lit the must be properly attended at all times. Persons causing a nuisance may be prosecuted under the Environmental Protection Act 1990. Tenants should adhere to the code of conduct issued with the tenancy agreement as amended from time to time and notified to the tenants.

3.4 Barbed wire

Not to use barbed wire or any other material or item on or around the plot, which may be a hazard to other tenants or visitors.

3.5 Buildings

Not without the written consent of the Council to erect any buildings or structures on the plot. The Council will not unreasonably withhold consent to the erection of a garden shed, greenhouse or poly-tunnels in accordance with plans and specifications first lodged with and approve by the Council. The normal approved dimensions for such buildings are a maximum of 6'x 8'. Sheds should only be used for storing tools and materials used on the plot and must not be used for sleeping in or any other purpose.



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The Tenant shall be responsible for any structure, garden shed or greenhouse placed on the plot and any contents. The Council cannot be held responsible for any damage or loss. The tenant should consider taking out his /her own insurance.

3.6 Wells ponds and water butts

Not to make any well or pond on the plot. (Small shallow wildlife ponds may be permitted but must be fenced to avoid being a hazard to small children.)

To keep all other water butts or other water receptacles on the plot securely covered.

3.7 Depositing of refuse

Not to deposit or allow other persons to deposit on the plot any refuse or decaying material (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place or allow to be placed on the hedge ditches or dykes in the allotment field of which the plot forms part or in adjoining land. Only materials compatible with horticultural use may be brought onto the plot, and may have to be removed on tenancy termination.

3.8 Cutting and Pruning

Not to cut or prune any timber or trees on the plot or upon any adjoining land or take or sell or carry away any minerals sand earth or clay.

3.9 Planting

Tenants may grow the normal range of fruit and vegetables on the plot with the following restrictions.

- (i) Not to grow plants/trees that exceed 6' in height
 - (ii) Not to grow plants/trees that are invasive that affect paths and other plots.
- Tenants may be required to remove trees and plants at the end of the tenancy to return it to a re-lettable condition.

3.10 Restriction on keeping animals

Not to keep any livestock other than hens or rabbits on the plot or in any other building on it and if hens or rabbits are to be kept on the plot the tenant must give the Council prior notification and ensure to the satisfaction of the Council that they are properly fenced in and are not kept in such a place or manner as to be prejudicial to health or a nuisance.

3.11 Dogs

Not to bring or cause to be brought into the allotment field any dog unless the dog is held on a leash and is confined to the allotment holders plot.

3.12 Plot identification

To erect and maintain in a conspicuous position on the plot a number plate of a type approved by the Council indicating the lot number and distinctly visible at all times.

3.13 Prohibition of notices

Other than the plot number not to erect any notices or advertisement on the plot.

3.14 Restriction on assignment

Not to underlet assign or part with possession of the plot.

3.15 Inspection



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To allow any officer or agent of the Council to enter and inspect the lot at any time.

3.16 Restrictions on admittance to allotment garden

The Council shall have the right to refuse admittance to any person other than the tenant or a member of his family to the plot unless accompanied by the tenant or a member of his family.

3.17 Dispute between occupiers

Any case of dispute between the tenant and any other occupier of a plot in the allotment field shall be referred to the Council whose decision shall be final.

3.18 Information of change of address

The tenant shall inform the Council of any change of address.

4. DETERMINATION OF TENANCY

4.1 Rent

4.1.1 If the rent or any part is in arrears for 28 days the Council will be entitled to serve notice on the tenant to terminate the agreement.

4.1.2 The rent may be increased or decreased by the Council by not less than three months notice in writing to the tenant provided that on receipt of the notice the tenant may terminate this agreement by giving the Council one months notice in writing.

4.2 Breach of conditions

If the Council considers there to have been a breach of any conditions of letting then the Council will be entitled to serve a Notice to terminate the agreement. In addition this tenancy may be ended by notice being given in accordance with the Allotments Act 1908 to 1950.

4.3 NOTICE

Any notice required to be served under this agreement may be served on the tenant personally or by leaving it at his/her last known address or by affixing the notice to the plot.

Tenants signature:-Date.....

Please Print Details Below

NAME:-.....

ADDRESS:-.....

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TELEPHONE NUMBER:-