

# Tenancy Agreement

THIS AGREEMENT is made the .....day of..... year.....

BETWEEN (1) Wickham Market Parish Council (WMPC)

and

(2) Name ..... (The Tenant)

Address.....

.....

Telephone No .....

IT IS AGREED as follows:-

## 1. Interpretation

1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.

1.2 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

1.3 The Clause headings do not form part of this agreement and will not be taken into account in its interpretation.

## 2. Allotment

2.1 WMPC agrees to let and the Tenant agrees to take all that piece of land situate at

.....(The allotment site) numbered

.....on the allotment plan (The Allotment Garden)

## 3. Tenancy and Rent

3.1 The Allotment Garden shall be held on a yearly tenancy from 1<sup>st</sup> October at an annual rent as set by and payable to WMPC by the Tenant on the 1<sup>st</sup> October of each year.

3.2 12 months' notice of any rent increase will be given by WMPC to the Tenant included in the renewal notice of the preceding year to take effect the following year.

3.3 Third party or, preferably full insurance cover has to be shown in writing for the complete period of rent by the applicant prior to the WMPC agreeing to this rental agreement. This insurance can be obtained through membership of the WMAA. Cancellation of or, time expiry of the insurance cover immediately negates the rental agreement and the plot returns to the WMPC for re-rental.

3.4 Water supply shall be included in the rental charge.

3.5 Where additional amenities are provided on the allotment site these will be taken into account when setting the following year's rent.

#### **4. Cultivation and Use.**

4.1 The Tenant shall use the plot as an Allotment and Leisure Garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetables, fruit or flower crops for consumption or enjoyment by the Tenant and his/her family) and for no other purpose and to keep it clean and free from hazards, e.g. broken glass or scrap metal etc. and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

4.2 The Tenant may not carry on any trade or business from the allotment site. (A small amount of surplus produce may be sold as an ancillary to the provision of crops for family or for the benefit of the Allotment Association or local charities).

4.3 The Tenant shall have at least  $\frac{1}{4}$  of the plot under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the plot under cultivation after 12 months and thereafter.

4.4 The maximum area for hard landscaping e.g. patio internal paths etc is 20%

4.5 A small pond for local wildlife may be created on a plot taking care that persons walking nearby including any children on site are protected from any harm, that hedgehogs and other wild creatures have easy means of escape if falling into the pond. To be agreed with the Site Representative in writing regarding size and depth etc.

#### **5. Prohibition of Under letting.**

5.1. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Site Representative or Wickham Market Allotment Association (WMAA). (This shall not prohibit another person, authorised by the plothead, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the Site Representative to be informed of the name of the person.)

#### **6. Conduct**

6.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders or regulations affecting the Allotment Site.

6.2. The Tenant must comply with the conditions of use attached as Schedule 1

6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to other plot holders or neighbouring resident of the allotment site and must conduct himself appropriately at all times.

6.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the allotment garden.

6.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

6.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plothead. The Tenant is responsible for the actions of children and others entering the allotment site with his permission.

6.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plothead.

## **7. Lease terms**

7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which WMPC hold the Allotment Site.

## **8. Termination of tenancy**

8.1 The Tenancy of the Allotment Garden shall terminate:-

8.1.1. On the death of the Tenant, or

8.1.2. On the day on which the tenancy terminates, or

8.1.3. By the Tenant giving WMPC 28 days' written notice, or

8.1.4. If the rent is in arrears by more than 30 days, or

8.1.5. If the Tenant is not complying with the conditions of this tenancy agreement.

9. In the event of the termination of the tenancy the Tenant shall return to WMPC or the WMAA Site Representative, (Property, Keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. All structures shall be removed unless an arrangement is made with the incoming Tenant. If, in the opinion of WMPC or the WMAA Site Representative, the plot has not been left in a satisfactory condition, any work carried out by WMPC or WMAA to return the plot to a satisfactory condition shall be charged to the previous Tenant. (Allotments Act 1950 s.4).

## **10. Change of address**

10.1. The Tenant must immediately inform WMPC or the WMAA Site Representative of any change of address.

## **11. Notices**

11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

11.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any notice served on WMPC should be sent to WMPC or the WMAA Site Representative any address specified in a notice given by WMPC.

11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 16:00 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

11.5. Any equipment or materials that remain on a site after the previous occupier leaves become the property of the next user. Notwithstanding that, WMPC or WMAA do not accept any responsibility for any remaining items that may cause offense or hurt to the new occupier who accepts that the plot is offered and accepted as viewed on inspection together with any remaining items prior to signing this tenancy agreement. WMAA can accept no responsibility for any problems related to greenhouses or sheds that do not have toughened glass in their framework.

**Privacy Notice – Wickham Market Parish Council Allotments**

The Council is a data controller in accordance with the Data Protection Act 2018. This notice provides details of the information that we collect from you, what we do with it, and who it might be shared with.

**What information do we collect from you?**

When you apply for an allotment from the Council, we will collect your name, and contact details including home, email addresses and telephone numbers.

**Why do we collect this information?**

Your name and other identifying particulars are requested so as to register you as an allotment holder should one become available, and to provide you with details regarding membership to WMAA.

**Who might we share this information with?**

The Council will not share any of the information that it holds about you with any third party, unless you have given your written consent, or if otherwise this is permitted by law.

**What do we do with your information?**

The information that you have provided will be held by the Council and will only be accessed by authorised Council employees and WMAA Site Representatives. We will only use the information that you have provided for the purpose of your application for an allotment and correspondence on allotment matters. We will not use it for any other Council purpose, unless we have your consent, or this is provided by law.

**How long do we keep hold of your information?**

The Council will keep hold of your information in accordance with the following rules:

- In case of queries, for as long as necessary to deal with any queries (in case your application is unsuccessful).
- For the duration that you hold an allotment.
- After you have ceased to hold an allotment, based on any legal and regulatory requirements.

**How can I access the information you hold about me?**

By making a request by writing to the Clerk to the Council, Wickham Market Parish Council, Neutral Farm House, Mill Lane, Butley, Woodbridge, Suffolk. IP12 3PA. You also have the right to complain to the Information Commissioner’s Office as it can investigate compliance with data protection law: [www.ico.org.uk](http://www.ico.org.uk)

Signed by WMPC .....

Signed by the Tenant .....

## **The Schedule**

### **1. Trees.**

1.1. The Tenant shall not without the written consent of the WMAA Site Representative cut or prune any timber or other trees, apart from recognised pruning practices of fruit trees.

1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes. Any trees or bushes must not exceed the maximum height of 3m.

### **2. Hedges and Paths**

2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining Tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden. Note: WMPC will maintain the external boundaries of the Allotment Site.

2.2. The Tenant shall not use any barbed/razor (or similar) wire for a fence adjoining any path set on the Allotment Site.

2.3. Public paths and haulage ways (roads) must be kept clear at all times.

2.4. All paths must be kept to a minimum of 45 centimetres wide.

### **3. Security**

3.1. The Tenant may be issued with a key/Code/card to access the allotment either by car or on foot. No replicas to be made. No key/code/card shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the agreement.

3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.3. The main access gate shall be closed by the last person off the site. (For the protection of lone Tenants and prevention of unauthorised visitors, the emergency services maybe provided with keys/codes/cards). Please ensure that other gates are closed at all times after you enter and after you leave the Allotment Site.

### **4. Inspection**

4.1. An Officer of WMPC or the WMAA Site Representative may enter allotment gardens for inspection of fowl, sheds, greenhouses, poly tunnels, state of cultivation and general tidiness of allotment garden and full access must be given by the Tenant to the Officer preferably at a mutually convenient time.

### **5. Water/Hoses/Bonfires**

5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

5.2. The Tenant shall have consideration for other Tenants when extracting water from water points provided by WMPC at all times. Only hand held hoses are to be used at any time.

5.3. Bonfires are allowed for the burning of materials from the allotment garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue taking into account the direction of the wind as to avoid the smoke drifting into residential areas. All fires must be attended at all times and not cause a nuisance to neighbouring residents. All fires to be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the allotment site any materials for the purpose of burning such waste.

## **6. Dogs**

6.1. The Tenant shall not bring or cause to be brought onto the allotment field any dog unless it is held at all times on a short leash, and remains on the Tenant's plot only. Any fouling should be removed and disposed of offsite by the Tenant. NO extending leashes allowed.

## **7. Livestock**

7.1. Except with the prior written permission of the WMAA Site Representative the Tenant shall not keep any animals or livestock on the allotment garden except bees, rabbits, ducks, hens, and turkeys (no cockerels) to the extent permitted by the Allotments Act 1950 Section 12.

7.2. Poultry kept on the allotment must be strictly in accordance with the **WMPC Poultry Policy**.

7.3 Bees kept on the allotment must be strictly in accordance with the **WMPC Bee Keeping Policy**.

7.4. Livestock must be kept so that they are not prejudicial to health or a nuisance.

## **8. Buildings and Structures**

8.1. The Tenant shall not without the written consent of WMPC may erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld to the erection of a garden shed, greenhouse or poly tunnel the maximum size, standard and positioning shall be determined by the WMAA Site Representative. The Tenant may also require permission from the relevant planning authority.

8.2. It is recommended that tempered glass or glass substitutes such as polycarbonate, perspex or other alternatives should be used in any permitted structures such as greenhouses.

8.3. The Tenant shall keep all sheds, greenhouses, poly tunnels and other structures in good repair to the satisfaction of the WMAA Site Representative.

8.4. If the Tenant erects a shed or building, it is the Tenant's responsibility to dismantle and remove any buildings when the tenancy is terminated. If this has to be removed by WMPC or WMAA, the removal costs will be billed to the Tenant. If an arrangement is made by a new Tenant to retain the shed on the plot then he/she becomes similarly responsible.

8.5. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum of 5 litres for use in garden equipment only.

8.6. WMPC or WMAA will not be held responsible for any loss by accident fire, theft or damage from the allotment.

## **9. General**

9.1. The Tenant shall not deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.

9.2. The Tenant should cover any manure on the allotment garden which has not been dug in.

9.3. All non-compostable waste is to be removed from the site by the Tenant.

9.4. The Tenant shall not utilise carpets or underlay on the allotment.

## **10. Chemical, Pests, Disease and Vermin**

10.1. Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation.

10.2. When using any sprays or fertilisers the Tenant must

10.2.1. Take all reasonable care to ensure that adjoining hedges, trees, and crops are not adversely affected and must make good or replant as necessary should damage occur.

10.2.2. So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin and pests.

10.2.3. Comply at all times with current regulations on use of such sprays and fertilisers.

10.3. The use and storage of chemicals must be in compliance with all the relevant legislation.

10.4. Any incidence of vermin (Rats) on the allotment site must be reported to the WMAA Site Representative WMPC.

## **11. Notices**

11.1. The Tenant will endeavour to maintain the plot number provided by WMPC in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the allotment plot without prior consent of the WMAA Site Representative.

## **12. Car Parking**

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they may be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage way at any time.

## **13. Insurance**

13.1. All Tenants must ensure they have Public Liability Insurance. This cover can be obtained through membership of WMAA and paid with your yearly rent on rent collection day. If Tenants choose to arrange their own insurance then proof will need to be provided when renewing the plot.

14. Non-compliance with the terms of the Tenancy Agreement.

The process is as follows:

1. Informal contact will be made with the plot holder agreeing an action plan to address the issues allowing 14 days to comply.
2. If no action is forthcoming, the Site Representative will issue a letter to the plot holder giving a further 30 days to comply.
3. If after 30 days have elapsed with no action taken, then the Site Representative will inform WMPC recommending that the tenancy is terminated.
4. The Site Representative will at all times use his/her discretion in applying these guidelines taking into account individual circumstances and seeking guidance from WMPC where necessary.