

TENANCY TERMS AND CONDITIONS

1. Agreement to Let

The Council agrees to let and the Tenant agrees to take an allotment plot **of ** rods** at the Allotment Garden numbered ** in the register of allotments kept by the Council for that location which plot is highlighted on the plan annexed to this Agreement ('**the Allotment**') on a yearly tenancy from ** (subject to the exceptions and reservations contained in any lease under which the Council holds the land) at the yearly rent as set out in the Fees and Charges Register of the Council from time to time payable in advance on or before 1st January in each year ("the Rent"). This Agreement is subject to the terms and conditions for allotments made from time to time by the Council and to the Allotments Acts 1908 – 1950 and any amendments thereof together with the conditions and obligations endorsed on this Agreement.

2. Definitions

In this agreement the following words shall have the meanings attached to them:

"Allotment Garden" shall mean the area of land at **Brockhurst** which is used for the purpose of allotments ("the Allotment Garden").

"Allotment" means the allotment which is let to the tenant as defined in clause 1 above.

"Allotment Officer" means the duly authorised employee of the Council whose role is to manage the allotment sites.

[“Allotment terms and Conditions” means these rules approved by The Council which are annexed hereto or such alternative terms and conditions as the Council shall notify in writing from time to time.]

“The Council” means Gosport Borough Council and includes any committee of the Council or any Officer appointed by the Council under the Council’s Constitution and Allotments Acts 1908 -1950.

“Cultivation” means digging, mulching, pruning, weeding and planting and is to be for the production of vegetables, fruit, herbs, flowers.

“Permitted Use” means the use set out in clause 3.2.1

“Rent” means the annual rent payable for the Tenancy of an Allotment and all amenities provided with it.

“Rules and Regulations” means any rules or regulations with regard to the use and enjoyment of the Allotment or the Allotment Garden or any one or more of them issued by the Council from time to time and published on the Council's website and/or displayed on any public noticeboard at the Allotment Garden.

“Sites” means the entire area of land owned or leased by the Council comprising of allotment gardens, roadways and buildings.

“Tenancy Agreement” means the document in the form approved by the Council, confirming the letting of an Allotment to a Tenant.

“Tenancy” means the letting of an Allotment to a Tenant.

“Tenant” means a person who holds a tenancy of an Allotment.

3. Tenant's Agreements

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below.

3.1 Rent

The Tenant must pay the Rent reserved in advance and without deduction, otherwise than allowed by statute, on or before 1st January in each year and a proportionate amount of rent based on the amount of days remaining to the 1 January in the next following year upon the commencement of this tenancy agreement.

3.2 Use

- 3.2.1** The Tenant must not use the Allotment for any purpose other than for the production of vegetables, fruits crops or flowers for consumption and/or personal use by them and or their family unless otherwise agreed with the Council. The use of the Allotment for a business or the sale of produce from the Allotment for commercial purposes is strictly prohibited.
- 3.2.2** The Tenant must ensure that all gates used to access and egress the Allotment Garden are secured in the closed and locked position at all times.
- 3.2.3** No Trailers, caravans and/or motor vehicles are to be stored overnight at the Allotment or Allotment Garden.
- 3.2.4** No motor vehicles shall be parked in the Allotment Gardens other than in the designated parking areas except for disabled access use.
- 3.2.5** The Tenancy of the Allotment is personal to the Tenant and is not transferable therefore any exchange of Allotment between tenants is not permitted.
- 3.2.6** Tenants must display an allotment plot number so that it is clear and visible at all times and maintain in good condition any allotment marker provided by the Council and to ensure that it is displayed at all times in the allocated position on the Allotment.
- 3.2.7** The Tenant should not leave any food or other items likely to attract wildlife on the Allotment whilst unattended.
- 3.2.8** The feeding of wildlife such as birds, foxes and badgers at the Allotment Gardens is discouraged as they can be destructive and entice vermin on site.

3.3 Cultivation

- 3.3.1** Tenants must use their Allotment for their own personal use and for the Permitted Use only and must not carry out any business or sell produce from their Allotment.
- 3.3.2** The Allotment must be kept in a good state of Cultivation throughout the duration of this tenancy agreement The council recognises that cultivation practices can vary during the seasons so expect the following standard for Cultivation :-
 - 3.3.2.1** A minimum area equal to 75% of the total Allotment should be cultivated and in active use during the main growing season (March to September).
 - 3.3.2.2** Fruit trees preferably grown in the UK are permitted but it is not acceptable to turn an Allotment in to a fruit orchard with fruit trees planted on grass with the minimum cultivation rule adhered to.
 - 3.3.2.3** Only dwarf fruit trees are permitted on the allotment plot. These should not exceed 2.5m in height. Any tree, bush or hedging exceeding this height will result in the plot holder being contacted and advised of the action that needs to be taken.
 - 3.3.2.4** Any area that is annually or periodically cleared of weeds yet remains uncropped or planted during any one year will be considered as uncultivated.
 - 3.3.2.5** Any unharvested full-grown crops should be cleared from the Allotment in the interests of good husbandry

- 3.3.3** Uncultivated areas must be kept tidy and safe and free from flowering weeds and perennial weeds such as dock, bindweed, bramble and thistle that can cause a nuisance to adjoining tenant's allotments.
- 3.3.4** The Tenant agrees to keep any pathway or wheel-barrow track included in or abutting their Allotment (or, in the case of any pathway or track abutting their Allotment and any other allotment, the half-width of it on which the Allotment abuts) reasonably free from weeds and divots.
- 3.4 Tree Bark**
- 3.4.1** The Tenant must not arrange for the delivery or accept the delivery of tree bark at the Allotment Garden unless otherwise previously agreed with the Council in writing.
- 3.5 Nuisance**
- 3.5.1** The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment within the Allotment Garden, or obstruct or encroach on to any path or roadway set out by the Council for the use of the other occupiers of the Allotment Garden.
- 3.5.2** Not to cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of this tenancy agreement.
- 3.6** In the case of two tenants of allotments within the Allotment Gardens having unresolved disputes and no party can be proven as being in breach of any allotment terms and conditions the Council reserves the right to end the tenancy agreement of both parties.
- 3.7 Legal Obligations**
- The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment or the Allotment Garden.
- 3.8 Alienation**
- 3.8.1** The Tenant must not sublet, assign or part with possession of the Allotment or any part of it.
- 3.9 Waste/Littering**
- 3.9.1** The Tenant must not cut or prune any timber or other trees other than those planted by the Tenant in their own Allotment, or take, sell or carry away any mineral, gravel, sand, earth or clay from the Allotment and/or the Allotment Garden without the written consent of the Council.
- 3.9.2** The tenant shall not deposit, or permit to be deposited any refuse or rubbish which is not essential or pertinent to the use of the Allotment for the Permitted Use on the Allotment or any other part of the Allotment Garden. All arising's from the permitted allotment activities shall either be composted on the Allotment, removed to the official Council Household Waste Recycling centre or burnt as outlined in 3.10.
- 3.9.3** The bringing on the Allotment Garden and/or the Allotment and use of polluting material such as asbestos, tyres, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification as fly tipping and referral for prosecution.

- 3.9.4** The bringing on site and the use of rubble and hard-core for paths and other forms of construction without written consent from the Council is prohibited. The bringing on site of tyres, or materials such as shelving or angle iron, bathtubs, timber and plastics not relating to crop production is prohibited and will result in notification of fly tipping and referral for prosecution.
- 3.9.5** Tenants should have a plan for waste removal when they give up their Allotment and should remove all such waste before the expiry of the tenancy agreement.
- 3.10 Bonfires**
- 3.10.1** The Tenant must not have a bonfire on the Allotment unless for the disposal of surplus produce and materials generated or used on the Allotment and shall comply with clauses 3.10.2-3.10.4 at all times. The burning of any other materials such as plastics, tyres, carpets, MDF, laminated wood is strictly prohibited and will lead to immediate termination and referral for prosecution. The holding of bonfires on the rest of the Allotment Garden is prohibited.
- 3.10.2** The Tenant must not have such a bonfire except at the times determined by the Council and as set out in a notice displayed on the Allotment Garden notice board.
- 3.10.3** Bonfires for the disposal of Crops during periods of Tomato and Potato Blight are permitted between the hours of 4.00 p.m. and 9.30 p.m.
- 3.10.4** Bonfires should not be left unattended and be kept to a manageable size to ensure safe burning and minimum smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice to cease burning and may lead to tenancy termination.
- 3.10.5** Any bonfires should either be drenched by water or extinguished by covering in soil before leaving the Allotment to ensure that it is no longer burning.
- 3.11 Boundaries and Structures**
- 3.11.1** The Tenant must keep every hedge that abuts any part of the Allotment properly cut and trimmed as directed by the Council, and must not damage any other hedges, fences or gates in the Allotment Garden or on any adjoining land or increase the size of the Allotment by ingress on to the boundary perimeter.
- 3.11.2** Structures must not be erected on the Allotment without prior consent from The Council which shall not be unreasonably withheld in respect of the erection of a garden shed or greenhouse providing the Tenant complies with the specifications and conditions specified by the Council set out by the Council in the Rules and Regulations.
- 3.11.3** No play equipment is to be erected on the Allotment or the Allotment Garden at any time. This includes, but is not limited to, paddling pools, trampolines, slides, swings, climbing frames, play houses and sand pits.
- 3.11.4** Any structure placed or constructed upon the Allotment must be temporary and maintained in a safe order. If the Council is not satisfied with the state of the structure the tenant must undertake repairs to the Council's full satisfaction or remove the structure within one month of the instruction to do so. The use of concrete is not permitted for any reason. If the structure is not removed the Council will remove and charge the Tenant for the removal and disposal.
- 3.11.5** All buildings and structures on the Allotment must only be used in connection with the use and management of the Allotment for the Permitted Use.
- 3.11.6** All sheds, plant supports and structures shall not encroach upon or obstruct paths or neighbouring allotments or cause unreasonable or avoidable shade to neighbouring allotments.

3.11.7 When the Tenancy is terminated the Tenant is requested by the Council to remove any structures on the Allotment before the expiry of this tenancy agreement. Any structures or other apparatus left on the Allotment will be deemed to be the property of the Council to deal with as it thinks fit.

3.12 Guttering

Proper guttering should be fixed to all structures. The water from the guttering may be fed into suitable containers. Such containers must be of sound construction and painted dark green or black.

3.13 Water butts

Saving rain water is encouraged by the Council and water butts are permitted at a rate of two for each shed and green house. All water butts should be covered.

3.14 Barbed Wire

The Tenant must not use barbed wire for a fence adjoining any Allotment or any path set out by the Council for the use of occupiers of the Allotment Garden.

3.15 Refuse

3.15.1 The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the Allotment or in or on the Allotment Garden or any adjoining land.

3.15.2 Any unauthorised waste brought on to the allotment site will be investigated and the appropriate enforcement action undertaken in accordance with the Council's current fly tipping policy.

3.16 Skips

Skips are not to be used in the Allotment or Allotment Garden for any purpose other than for the deposit of refuse and/or decaying matter generated from the Allotment only (rubble, wood and metals produced from the cultivation of the Allotment is permitted for disposal within the skip) if this cannot be composted on site.

3.17 Dogs

The Tenant must not bring any dog into the Allotment or Allotment Garden, or cause or permit a dog to be brought in, unless the dog is held on a leash and kept under control at all times and any dog fouling must be removed and correctly disposed of offsite. The Council reserves the right to require the removal from the Allotment Gardens any dog causing a danger or annoyance to other users of the Allotment Gardens.

3.18 Livestock

The Tenant must not keep any animals or livestock of any kind on the Allotment.

3.19 Bees

The Tenant is permitted to keep bees on the Allotment provided they are kept in accordance with any conditions specified by the Council in the Rules and Regulations or such other document as the Council publishes from time to time.

3.20 Protection of Wildlife

The tenant must not snare, trap, shoot or hunt any animals on Council land.

3.21 Sprays

When using any sprays or fertilisers, the Tenant must:

3.21.1 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 any damage occur, and;

3.21.2 so far as is possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to members of the public or wildlife, other than vermin or pests, and comply at all times with current regulations whether from Central Government, the Council or otherwise.

3.22 Pollution

3.22.1 The Tenant must not contravene the Water Resources Act 1991 or any statutory re-enactment of it.

3.22.2 The use of carpets as a weed suppressant is banned from the Allotment and the Allotment Garden due to its chemical components and non-biodegradable nature.

3.22.3 Other weed suppressants such as plastic should only be used as an aide to clearing an Allotment and should be removed and disposed of at the earliest opportunity at a designated waste disposal site.

3.23 Water Hose

The tenant may use a water hose or water sprinkler on the Allotment for the purposes of watering crops or filling water butts but the hose or sprinkler must not be left unattended at any time and must be turned off before leaving the Allotment. The Council reserves the right to introduce restrictions on the use of water hoses from time to time.

3.24 Water Pipes

The Tenant shall be liable for any damage caused to any water pipes on the Allotment or the Allotment Garden other than those damaged by frost or natural wear and tear.

3.25 Advertisement

3.25.1 The Tenant must not erect any notice or advertisement on the Allotment or Allotment Garden.

3.25.2 The Tenant must not attach any notice or advertisement to any noticeboard which has been or may at any time during the tenancy be erected by the Council on the Allotment Garden without the prior permission of the Council.

4. Admittance

4.1 The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment and the Allotment Garden to any person, other than the Tenant or a member of their family, unless accompanied by the Tenant or a member of their family.

4.2 A Tenant whose residence adjoins the Allotment or Allotment Gardens is not permitted to gain access to either the Allotment or the Allotment Gardens directly from their property and is required at all times to use the designated access points to the Allotment.

5. Commercial Purpose

5.1 The Tenant shall not use the Allotment for any commercial purpose.

6. Code of Conduct & Disputes

- 6.1** The Tenant agrees that any case of dispute between himself/herself and any other occupier of an allotment in the Allotment Garden shall be referred to the Council, whose decision shall be final and binding on all parties to the dispute.
- 6.2 The Tenant shall;**
- 6.2.1** treat others with respect and understand all views are important even if they are not the same as their own.
- 6.2.2** respect individuals rights to manage their plot and grow the produce they wish as long as it is within the rules of the Tenancy Agreement and Allotments Acts 1908-1950;
- 6.2.3** not to use any form of violence at the Allotment or the Allotment Garden, whether physical and/or verbal.
- 6.2.4** not cause or permit any nuisance or annoyance to the occupier of any other allotment on the Allotment Garden or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action.
- 6.2.5** not commit any acts of discrimination against any person or body on grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable and contravene the Council's Equality and Diversity Policy.
- 6.2.6** not trespass or cause damage to other tenants allotments or crops or take other Tenant's crops without that Tenant's prior permission.
- 6.2.7** not photograph or film other people at the Allotment Garden without that Tenant's prior permission.
- 6.2.8** at all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders, statutes or regulations affecting the Allotment and/or the Allotment Gardens.

7. Change of Address

The Tenant agrees to inform the Council immediately of any change of their address. Failure to inform the Council within a reasonable time could result in the tenancy being terminated.

8. Yielding up

- 8.1** The Tenant must yield up the Allotment at the determination of the tenancy in such condition as shall be in compliance with the terms contained in this Agreement.
- 8.2** The Council shall be entitled to recover compensation from the Tenant on the termination of the tenancy, in the event of the Tenant failing to maintain the Allotment in a clean condition and good state of cultivation and fertility or in the event of it being necessary to remove any materials, structures, apparatus, equipment, machinery or vehicles from the Allotment Gardens or make good any damage caused to the Allotment or anything in it.

9. Inspection

The Tenant agrees that any Officer or agent of the Council may on prior notice being given by the Council enter and inspect the Allotment, shed or greenhouse or any other building on the Allotment at any time and when so directed by the Council, provided that the Council may need unauthorised access to the Allotment in the event of an emergency.

10. Special Conditions

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment and/or the Allotment Garden from deterioration. The Tenant agrees to observe all rules and regulations relating to the Allotment and/or the Allotment Garden which have been made or at any time hereafter may be made by the Council and of which the Tenant will be notified in writing. Any query regarding a particular rule or regulation should be made in writing to the Council for clarification or guidance.

11. Lease Terms

The Tenant must observe and perform all conditions and covenants that apply to the Allotment contained in any lease under which the Council hold the land (if any).

12. Determination of Tenancy

12.1 Determination on Death

This tenancy shall determine one calendar month after the death of the Tenant subject to clause 12.1.2 below and any rent paid in advance for the remaining part of that year will be re-paid to the Administrator of the estate of the Tenant.

12.1.2 In the event of the death of the Tenant the Council may at its own discretion let the Allotment to the deceased's next of kin or nominated person (provided they reside in the Borough of Gosport) where it is apparent that such member had assisted the Tenant with managing and cultivating the Allotment.

12.2 Determination Upon Ceasing To Reside in Gosport

This tenancy shall determine if the Tenant no longer resides in the Borough of Gosport in Hampshire and any rent paid in advance for the remainder of the year from the date 28 days from notice of the change of address being given in accordance with clause 7 will be repaid to the Tenant.

12.3 Determination on Termination of the Council's Interest

If the Council is itself merely a Tenant of the land, or has entered on to the land under its statutory power to enter on unoccupied land, this tenancy shall determine on the day on which the tenancy or right of occupation of the Council determines.

12.4 Determination by Notice

This tenancy may be determined by either party giving to the other 12 months previous notice in writing, expiring on or before 6 April or on or after 29 September in any year save where the Tenant wants a shorter period of notice which has been agreed to in writing by the Council.

12.5 Determination where Allotment Appropriated

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant if the Allotment is required or any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

12.6 Determination under Statutory Provision

This tenancy shall immediately determine if either the Allotment is found to have growing on it a plant protected under the Wildlife and Countryside act 1981 or any other statutory enactment or if occupied by an animal or insect protected under similar legislation.

12.7 Determination by Re-Entry on Default

12.7.1 This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

- 12.7.1.1** if the Rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
 - 12.7.1.2** if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this Agreement and/or the Rules and Regulations and provided that, if such breach is of the conditions or terms affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or
 - 12.7.1.3** if the Tenant becomes bankrupt.
- 12.8** In the event of the Tenant voluntarily relinquishing the Allotment at any time or the tenancy being determined for breach of the Tenancy Agreement or the Rules and Regulations before the year end no compensation or refund of any Rent paid in advance will be payable by the Council.

13.

- 13.1** Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by a designated officer and may be served on the Tenant either personally or by leaving it at their last known place of abode, or by postal delivery addressed to them, or by fixing the same in some conspicuous manner on the Allotment.
- 13.2** Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Allotment Officer within the Council for the management of allotments generally or the Allotment Garden.

BOROUGH OF GOSPORT ALLOTMENT TENANT RULES & REGULATIONS

BOUNDARIES & STRUCTURES

Green House

The maximum size is 6'x8'x6' high and must be of aluminium, metal or cedar wood construction being manufactured as a glasshouse. It may be glazed with horticultural glass or rigid plastic. Guttering should be installed for the aid in water collection.

Shed

The maximum size 6'x4'x6' high. We recommend a purpose made shed of sectional design in wood. If you are able to make your own shed, then clean timber should be used, treating it with wood preservative. The end result must look neat and of a sectional design. Please note that no permanent foundations are to be laid. Guttering should be installed for the aid in water collection.

Cold Frame The maximum size is 10'x4'x3' high. To be manufactured in galvanised metal. Alternatively a purpose built cold frame may be constructed using clean wood, treated having purpose made frame lights of wood and glass. Do not use old window frames.

Compost Bin

The Council encourages plot holders to compost material from the plot and items from home. The maximum size is 6'x4'x4' high. It can be made of corrugated iron or weld mesh provided it is painted dark green or black, or plastic such as the dalek type bins. Wooden, including those made of heavy pallets are permitted but must be made of clean timber and treated.

Plot fences / Enclosures

Plot holders may plant low growing fruit or nut hedges, or even a rose hedge to define their boundary. The construction of wooden fencing is discouraged and should be removed when the tenancy is relinquished.

Location of structures

It is recommended that structures are sited to the rear of a plot in line with other structures within the site.

General notes

In order to keep the allotment tidy, you are reminded that old doors, window frames and scrap metal are not to be brought onto the allotment sites. All greenhouses, sheds, compost bins and cold frames should be kept in good repair. Ownership, security and safety of the structure(s) remain the responsibility of the allotment tenant.

Determination of the Tenancy

Failure to pay any rent within 40 days of the due date will result in the termination of this tenancy agreement.

From this date tenants have 28 days to clear the plot/s and return any allotment security key/s. On the 28th day the termination will be finalised and the plot re allocated.

There is no appeal procedure for failure to settle your account.

New Tenants

Tenants taking up an allotment within the rent year will pay a proportion of the rent based on 1/12th of the annual rent for each completed month remaining.

Within the first three months the Tenant is within a probationary period if there is no significant work (less than 40% cultivation) undertaken within these three months the Tenancy will be terminated and the Plot returned to the Council for re-letting.