

NOW 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. The Association agrees to let ("the Allotment Garden") number..... of the minimum **size** of pole to the tenant.

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from (date)..... at an initial annual rent of £.....which is payable to the Association by the Tenant on the 1 of October each Year ("the Rent Day").
- 3.2. Notice of any rent annual increase will be given by the Association to the Tenant giving a minimum 6 months by means on a notice located in the shop and on the council's web site.
- 3.3. Water supply shall be included in the rental charge.
- 3.4. 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 garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of 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 ancillary to the provision of crops for the family).
- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of

crops after 12 months and thereafter.

- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

5. Prohibition on Under letting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, 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 other person's name.)

6. Behaviour

- 6.1. 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 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 any other plot holder 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 plot holder. 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 plot holder.
- 6.8. Failure by the Tenant to observe any of the above clauses 6.1 to 6.7 inclusive and any other unacceptable behaviour will result in being contacted by a representative from the Association who will try to resolve any minor incidents informally or by way of notice.
- 6.9. If this fails to resolve this issue the matter will be referred to the Council who may take such action as it deems appropriate.
- 6.10. Any serious incidents will be reported to the Council immediately by the Association. The Council reserves the right to take action as appropriate

including suspending your access into the allotment grounds for any given period or by terminating this agreement.

7. Lease Terms

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

8. Termination of Tenancy

8.1. The tenancy may be determined by the Association in any of the following cases:

8.2. by re-entry after one months' notice served on the Tenant if the rent is in arrears for not less than forty days.

8.2.1. by one months' notice served on the Tenant at any time after three months from the date of commencement of the tenancy if the Tenant is not duly observing the rules affecting the said Allotment Garden or any other term or condition set out herein and on the part of the Tenant to be performed or observed.

8.2.2. by re-entry after three months previous notice in writing given by the Association to the Tenant if the whole or part of the Allotment Garden is required for building mining or any industrial purpose or for roads or sewers required in connection with any of these purposes.

8.2.3. by re-entry in the case of the whole or part of the Allotment Garden being required by the Association for any purpose (not being the use of the land for agriculture) for which it was acquired or held by the Council or has been appropriated under any statutory provision PROVIDED THAT except in case of emergency the Council shall give to the Tenant not less than three months written notice of the intended re-entry.

8.3. In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

9. Change of Address

9.1. The Tenant must immediately inform the Association of any change of address.

10. Notices

- 10.1. 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 recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 10.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Association should be sent to the address given in this agreement or any address specified in a notice given by the Association to the Tenant.
- 10.3. 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.
- 10.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

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.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. All paths must be kept a minimum of 45 centimetres wide.

3. Security

- 3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot on payment of a deposit. No replicas are to be made. No codes 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 and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

4. Inspection

- 4.1. Any Officer or other person authorised by the Council shall be entitled at any time to enter and inspect the Allotment Garden.

5. Water/ Hoses/ Fires

- 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 not to irrigate an allotment garden by the means of:
- sprinkler
 - perforated hose
 - unattended irrigation system
- 5.3. The Tenant shall not set light to any rubbish or debris resulting from the cultivation of the plot or any substance from any other source. This would result in contravention of Luton being a smokeless zone.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off-site by the Tenant.

7. Livestock

- 7.1. The Tenant shall not keep fowls, pigs, bees or other animals or birds nor use the Allotment Garden for storage of any materials or things nor in any other way than by cultivating the same as an Allotment Garden

8. Buildings and Structures

- 8.1. NOT ERECT ANY BUILDINGS SHEDS GREENHOUSES POLYTHENE TUNNELS FRUIT CAGES ON THE ALLOTMENT GARDEN without prior written consent of the Council under the hand of the Parks and Cemeteries Manager. The total area of a shed or sheds shall not exceed 2.229m² (24ft²) or be higher than 2.4m (8ft) from the ground level to the highest point of the roof. Not damage any buildings roads paths fences pipes wires or cables or things ancillary thereto now or hereafter erected or constructed in on under or over the site of the Allotment Garden.
- 8.2. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.3. The Association will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, 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 must cover any manure on the Allotment Garden which has not been dug in.
- 9.3. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The tenant shall not cover any part of an allotment garden with carpet/floor covering.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers 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 any damage occur, and
 - 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 or pests, and
 - 10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.
- 10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

11. Notices

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

12. Car Parking

- 12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the agreed areas for parking and must not obstruct haulage way.

Appendix B
TERMS AND CONDITIONS OF ALLOTMENT TENANCIES

Stockingstone Road Allotment Association

PLOT NUMBER

COST £

GATE KEY DEPOSIT £

TOTAL COST £

RECEIPT NUMBER(S)

THIS AGREEMENT BETWEEN

Stockingstone Road Allotment Association

(1)

of

SIGNATURE

DATE.....

.....

AND

(1)

of

("the Tenant")

SIGNATURE

DATE.....

.....

Luton