

HAWARDEN COMMUNITY COUNCIL

ALLOTMENT TENANCY AGREEMENT

FOR SMALL/LARGE PLOT

1. Hawarden Community Council agrees to let and the Tenant agrees to take the allotment garden at Upper Aston Hall Lane, Hawarden on a yearly tenancy from 1st July 2018 at a rent of £36.00/£56.50 per annum (pro rata) in advance and at a proportionate rent for any part of a year over which the tenancy may extend.
 2. The Tenant agrees with Hawarden Community Council to observe and perform the conditions and obligations set out below.
 3. The Tenant must pay the agreed rent in advance on the approved date each year. There will be no refund should a plot be relinquished.
 4. Only residents living within Hawarden Community Council area are eligible to rent a plot.
 5. The Council shall be at liberty to vary the annual rent for a plot.
 6. The tenancy shall be ended in any of the following ways:
 - (a) Automatically on the death of the tenant
 - (b) By the Council giving to the tenant twelve months notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year.
 - (c) By the tenant giving one month's notice in writing.
 - (d) By re-entry by the Council at any time after giving three months in writing to the tenant on account of the allotment being required
- For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision.
 - For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- (e) By re-entry by the Council at any time after giving one month's notice in writing to the tenant.

- If the rent or any part of it is in arrears for not less than forty days whether legally demanded or not.
 - If the Council considers that there has been any breach of the conditions or agreement on the part of the tenant. If such a breach is of the conditions or rules applicable to the cultivation of the plot then at least three months shall have elapsed since the start of the tenancy.
 - If the tenant has received three Dirty Plot Notices within a current 18 month period then they will automatically be issued a Notice of Re-entry, on receipt of the third Dirty Plot Notice.
- (a) Inspections of the site will take place in June and October.
- (b) Tenancy of the plots will be from 1st December to 30th November – unless a tenant elects to relinquish their plot mid-term. Cultivation of at least 50% of the plot will be expected within the first six months of tenancy.
- 7.** Any notice required to be given by the Council to the tenant may be served on the tenant either personally or by leaving it at his/her last known address or by letter sent by recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment plot. 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 Council.
 - 8.** Compensation shall be payable by the Council to any tenant on the termination of his/her tenancy for all crops growing upon the plot in the normal course of cultivation and for manure applied to the land in accordance with the provisions of Section 2 of the allotments Act 1922 but no compensation is payable when a tenancy is terminated at the request of the tenant or due to their failure to comply with the rules and conditions.
 - 9.** The Tenant must use the Allotment as an Allotment only and for no other purpose and must not carry on a trade or business on or from the allotment.
 - 10.** The Tenant must keep the Allotment clean, free from weeds and maintain it in a good state of cultivation and must keep any pathway reasonably free from weeds.
 - 11.** The Tenant must not cause or permit any nuisance or annoyance to the occupiers of any other allotment or neighbouring property, or obstruct or encroach on any path or roadway set out by Hawarden Community Council for the use of the occupiers of the allotments.

- 12.** The Tenant and the Tenant's authorised visitors will behave in a courteous manner at all times to other Tenants. Inappropriate behaviour towards any person will not be tolerated and will result in the Tenant being removed from the site.
- 13.** 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.
- 14.** The Tenant must not sub-let, assign or part with possession of the Allotment or any part of it without the written consent of Hawarden Community Council.
- 15.** The Tenant must not take, sell or carry away any mineral, gravel, sand, earth or clay.
- 16.** The Tenant must not plant any trees or fruit trees, or any crops requiring more than 12 months to mature, without the written consent of Hawarden Community Council. If permission is given Tenants must ensure that they do not affect any other Tenant's allotment in any way. Fruit trees must be kept within the confines of the Tenant's allotment. Trees must not be allowed to grow to a size that will mean their roots are on neighbouring plots.
- 17.** The Tenant must help to keep every hedge abutting the allotment site cut and trimmed.
- 18.** The Tenant must use his best endeavours to protect any other hedges, fences or gates in the Allotment field of which the Allotment site forms part.
- 19.** There will be no more than one polytunnel measuring 8' x 6' or 12' x 6' located on each plot. The Community Council must be consulted prior to the siting and erection of the polytunnel.

Other than one polytunnel per plot, no other structures excluding cloches and fruit cages permanent or moveable shall be erected at the site.

- 20.** The Tenant must not deposit, or allow 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 cultivation, or place any matter in the hedges, ditches or dykes in the Allotment field of which the Allotment forms part or in adjoining land.
- 21.** The Tenant must set aside an area for composting waste material derived from the Allotment.

- 22.** The Tenant must dispose of non-compostable waste off site. No rubbish must be brought onto the site to be disposed of.
- 23.** The Tenant must not use any non-agricultural material for covering the allotment plot, i.e. carpet.
- 24.** The Tenant must not have any bonfires.
- 25.** The Tenant must not play radios or similar other than personal ones with headphones/earphones.
- 26.** The Tenant must not bring any dog into the Allotment field of which the Allotment forms part, or cause one to be brought in, unless the dog is held on a leash. The Tenant must remove forthwith and properly dispose of any fouling on the Allotment field by any dog in his/her charge. Failure to do so without reasonable excuse will be treated as a breach of Tenancy conditions.
- 27.** The Tenant must not keep any animals or livestock of any kind on the Allotment, except bees for which prior permission in writing must be given by Hawarden Community Council.
- 28.** Hawarden Community Council strives towards an organic Allotment. If using sprays or fertilisers, the Tenant must:

ensure that the health and safety of allotment holders are protected at all times and that manufacturers instructions are followed for the use and disposal for the chemicals.

take all reasonable care to ensure that adjoining, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur and comply at all times with current regulations.

As far as possible wildlife should be protected when using chemicals.
- 29.** The Tenant must not erect any notice or advertisement on the Allotment.
- 30.** The Tenant agrees that Hawarden Community Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of his/her family, unless accompanied by the Tenant or a member of his/her family.
- 31.** The Tenant agrees that any case of a dispute between himself and any other occupier of an Allotment in the Allotment field shall be referred to Hawarden Community Council whose decision shall be final.

- 32.** No firearms including air rifles should be brought onto the Allotment site or used on or around the surrounding area of the Allotment site.

- 33.** The Tenant is responsible for all items and structures on his/her Allotment plot. The Tenant is responsible for ensuring that they have their own public liability insurance cover whilst on the Allotment site and indemnify Hawarden Community Council against all claims, costs and demands (including third party claims) arising out of the use and occupation of the Allotment by the Tenant.

- 34.** Tenants are to ensure that they have the number of their plot visible.

- 35.** Gates must be locked at all times to ensure the maximum security for the Allotment site.

- 36.** Tenants are not allowed to stay overnight on the Allotment site.

- 37.** The use of hose pipes is strictly forbidden unless prior permission has been given from Hawarden Community Council.

- 38.** The Tenant shall inform Hawarden Community Council of any changes in his/her address and telephone number in writing within 7 days. Tenants must on receipt of a Notice of Re-entry or when they have given notice that they wish to relinquish their tenancy, make arrangements to transfer ownership of polytunnels to the next or another Tenant on or before the expiry date of the Notice. If this is not possible then any structures must be entirely removed from the plot before the due date. After this time the Tenant shall relinquish their right of ownership of any structures on the plot.

- 39.** The Tenant must yield up the Allotment at the determination of the Tenancy created by this agreement in good condition and free of waste and inappropriate materials.

- 40.** The Tenant agrees that any authorised Officer may enter and inspect the Allotment at any time.

- 41.** All vehicles must be parked in the car park provided. No vehicles including trailers to be left overnight.

- 42.** The Tenant must observe and perform any special condition that Hawarden Community Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant.

A signature of the Tenant is needed agreeing to all of the pre-mentioned rules and regulations.

Full Name: _____

Address: _____

Tel No: _____

Email: _____

Plot No: _____

Signature: _____

SIGNED ON BEHALF OF HAWARDEN COMMUNITY COUNCIL

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Date