



St. Anne's on the Sea Town Council

AGREEMENT FOR LETTING OF ALLOTMENT GARDEN AT SHEPHERD ROAD

THIS AGREEMENT is made the 1st day of January 2021 BETWEEN Saint Anne's on The Sea Town Council, West Lodge, 5 St Georges Road, St Anne's on The Sea, FY8 2AE in the County of Lancashire (hereinafter called "The Council ") by the hand of S Taylor, their Town Clerk of the one part and «FirstName» «Surname»«Address1» «Address2» FY8 «Postcode» (hereinafter called "the Tenant") of the other part **WHEREBY** the Council agree to let and the Tenant agrees to take on a yearly tenancy from the 1st January 2021 (Two Thousand and Twenty One) the Allotment Garden numbered Plot «Plot» Shepherd Road in the Register of Allotment Gardens kept by the Council and measuring «area» sq metres or thereabouts, at the yearly rent of «Rent» payable yearly, and at a proportionate half yearly rent if the agreement is dated later than the 30th June in any year. **With the rent calculation being charged at 15.5p per square metre inclusive of all management, maintenance fees and water charges.**

Eligibility

- 1, Resident of the Parish of St. Anne's on the Sea.
- 2, A maximum of one plot per registered St. Anne's on the Sea household address.
(The Town Council will not apply criteria 1 and 2 retrospectively).
- 3, The Town Council maintains a waiting list based on a first come first served basis.
- 4, The Town Council has the authority to fast track tenants between allotment sites should a tenant wish to transfer.

Tenant Agreement

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

1. To pay the rent within 1 month of receipt of invoice.
2. To keep the allotment clean and a majority of the plot in a good state of cultivation, fertility and free from weeds / bamboo. No bamboo is allowed on site.
3. The allotment shall be kept free of hazards, such as loose or broken glass, scrap metal and wood.
4. To keep the gate locked at all times and not to divulge the security code to persons who are not allotment tenants. The allotment tenant must accompany, at all times, any contractor acting on their behalf onto the site.

Tenants requiring assistance to work their garden must notify the Council of the identity of said people by submitting their details at the time of making the agreement, or as the arrangement commences. Failure to do so will be deemed grounds to review the tenancy.

5. To restrict vehicles entering the allotments to a maximum speed of 5 mph. **Vehicles taken onto the allotments are driven at owner's risk.**

- a) Vehicles are not permitted on any allotment plot unless a historical parking agreement was in place prior to 7th June 2016.
- b) All other vehicles must be parked on the designated car parks plots 22, 82 and 118.
6. Not to cause or permit any nuisance, annoyance or harassment to the occupier of any other allotment garden.
7. Not to dump waste material anywhere on the site.
8. Not to encroach on any path set out by the Council for the use of the occupiers of the allotment gardens.
9. Not to underlet or assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
10. To read and comply with the current Health and Safety Policy produced by The Allotment Society.
11. When using any sprays or fertilisers, the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops and water courses are not adversely affected, and must make good or replant as necessary should any damage occur, and 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 comply at all times with current regulations.
12. Tenants are responsible for maintaining hedges and paths around the outside of their allotment up to the middle of the pathway running around their allotment. Tenants are not permitted to remove hedges. To keep every hedge that forms part of the boundary of the allotment properly cut and trimmed to a height of 1 metre. (Hedges bordering public areas may have a maximum height of 1.8 metres). To keep all ditches properly cleansed and to maintain and keep in good repair any other fences, gates, greenhouses, polytunnels and sheds on the allotment.
13. Not without the written consent of the Council to:
 - a. Erect replace or re-position any building, including shed, greenhouse, store or polytunnel
 - b. Construct ponds.
 - c. Keep chickens, rabbits or bees.
 - d. Use barbed wire for fencing.
 - e. Plant new trees other than fruit trees having dwarf rooting stocks
 - f. Not to cut or prune any mature woodland trees or take sell or carry away any mineral gravel sand earth or clay.
 - g. Install permanent paving including concrete base or hard standing.
 - h. Bring bricks, gravel, and broken paving onto site.
 - i. Bring asbestos, in any form, onto the allotment site.
 - j. Plant bamboo onto an allotment plot or site.
14. To observe and perform all the covenants conditions or otherwise (if any) contained or mentioned in the Assurance under which the Council hold the land.
15. To permit any Member of the Town Council or its Officers to inspect your Allotment Garden at any time.
16. To ensure that any dogs brought onto the allotments are kept on a lead at all times and not left unattended. To pick up and take off site any fouling made by dogs.
17. To ensure that juvenile family members brought onto the allotments are kept under supervision at all times.

18. To pay any compensation to the outgoing tenant for crops or improvements.
19. To deposit the sum of **£25.00** (Twenty Five Pounds only) to indemnify the Council(s) against neglect of the Allotment Garden(s) which sum, upon cessation of the tenancy, will be returned to the tenant if the Allotment Garden(s) is (are) vacated in a clean and cultivated condition.
20. The Tenant shall remove from the Allotment any structures or permanent foundations installed by the Tenant within 28 days of determination of this tenancy, failing which the deposit paid by the Tenant shall be forfeit.
21. To use the Allotment Plot(s) as an Allotment Plot(s) and for no other purpose, nor for any trade or business. To cultivate a plot for **the production of vegetable, fruit and flower crops for sustenance for the tenant and family only.**
22. **To understand that the Town Council is not legally required to provide metered water to Shepherd Road Allotments. To understand that the Town Council will continue to provide metered water facilities until sufficient rainwater collection facilities are available on site to enable the production of vegetable, fruit and flower crops for sustenance for the tenant and family only. The Council will determine when suitable rainwater collection facilities are available.**
23. Not to waste metered water leaving hosepipes unattended, nor to use sprinklers at any time. **Not to fill any water container over a 300 litre capacity with metered water without permission. Not to clean produce with metered water (produce should be taken home to clean). Tenants may use hosepipes connected to rainwater collection facilities on their own individual plots.**
24. Not to erect or display notices or advertisements on the Allotment Plot(s) or any building thereon. **Not to disseminate any written materials, notices or advertisements on site without permission.** Tenants may use the notice boards at the discretion of the Allotment Society.
25. Not to deposit or allow to be deposited on the Allotment any refuse or decaying matter except manure and compost in such quantities as may reasonably be required for cultivation.
26. Carpet or similar material is not to be used as a weed suppressant or for pathways.
27. Any ground covering material, such as carpet, used as a weed suppressant must not contain any manmade fibres and must be removed if requested by an Officer of the Town Council.
28. Due to the built-up area surrounding the allotment site no individual or community fires are permitted.
29. To permit the Town Council and delegated third parties to use CCTV on site in order to maintain site security.
30. **To accept that Shepherd Road Allotment Society (SRAS) are delegated by the Town Council to manage on site day to day issues. To accept that Shepherd Road Allotment Committee (SRAC) are the onsite representatives for tenants and to abide by decisions made by SRAC.**

Tenant Requirements

31. To keep the Allotment Society and Town Council informed of a change of address and contact details.

Determination of the tenancy

Agreement version 1st January 2021.

32. Upon the death of the Tenant this tenancy shall determine on the yearly rent day next after the death of the Tenant.
33. In the event of a dispute arising between tenants, the tenants shall try to resolve the problem themselves. Failure to reach an amicable settlement the matter can be referred to **Shepherd Road Allotment Society** who may wish to appoint arbitrators. In the final stage reference shall be made to the Town Council who will appoint two arbitrators. The Town Council's decision shall be final and binding on all parties. The Town Council will record its decision formally.
34. **In the event of a dispute arising between tenant(s) and Shepherd Road Allotment Society, the parties shall try to resolve the problem themselves. Failure to reach an amicable settlement the matter can be referred to the Town Council who will appoint two arbitrators (1 Council Officer and 1 elected Town Councillor). The Town Council's decision shall be final and binding on all parties. The Town Council will record its decision formally.**
35. This tenancy may otherwise 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.
36. This tenancy may also be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:
- a. if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or
 - b. 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 provided that if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy) and that the Tenant has failed to comply within a reasonable time with any notice in writing (including letter, e-mail or any legitimate written form) by the Council, or the Allotment Society (as agent for the Council), served on the Tenant requiring them to remedy that breach; or
 - c. if the Tenant becomes bankrupt or compounds with their creditors.
 - d. if upon changing address the Tenant is then residing outside of the Parish.

Additional information

37. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk of the Council and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.
38. 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 Town Clerk.
39. The Town Council will keep on record one signed copy of the tenancy agreement. Future amendments to the agreement will occur only from the 1st January each year. Yearly payment of rent will be considered as acceptance of the most recent version of the agreement. The latest tenancy agreement will be available to view on the Town Council website <http://www.stannesonthesea-tc.gov.uk/> and in hard copy from the Town Council Offices or from the Shepherd Road Allotment Committee.

The Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement and shall not apply hereto.

IN WITNESS whereof the Council and the Tenant have hereunto set their respective hands the day and year first before written.

SIGNED by the said

Town Clerk Kevin Martin



In the presence of RFO John Nightingale



West Lodge,
5 St Georges Road
St Anne's on the Sea
FY8 2AE

SIGNED by the said

In the presence of

Please be aware that if there are any breaches of the conditions detailed within this agreement, the Town Council may serve a Notice to Quit and you could lose your allotment.