St. Anne's on the Sea Town Council

AGREEMENT FOR LETTING OF ALLOTMENT GARDENS AT BLUNDELL ROAD & SHEPHERD ROAD

THIS AGREEMENT is made the 1st day of January 2026 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 K Martin, their Town Clerk of the one part and **the named tenant on the invoice residing at named address on invoice** (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 2026 (Two Thousand and Twenty Six) the Allotment Garden numbered **PLOT NUMBER; ALLOTMENT SITE NAME** in the Register of Allotment Gardens kept by the Council, at the **YEARLY RENT AMOUNT**, 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 30p per square metre inclusive of all management, maintenance fees and water charges at Shepherd Road Allotments. With the rent calculation being charged at £17.50 / £8.75 / £4.38 per plot inclusive of all management, maintenance fees and water charges at Blundell Road Allotments.

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).

Waiting List Notes

1. The Town Council maintains a waiting list based on a first come first served basis.
2. The Town Council has the authority to fast track tenants between allotment sites should a tenant wish to transfer.
3. Dedicated waiting lists are kept for each allotment site.
4. A small number of plots are reserved specifically for community group usage.

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 in a good state of cultivation as defined by law in the Allotment Acts or as defined on NSALG website.
3. 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 any visitors onto the site at all times.

Tenants requiring assistance to work their plot must notify the Council.

(Shepherd Road Only) To restrict vehicles entering the allotments to a maximum speed of 5 mph. **Vehicles taken onto the allotments are driven at the 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 park plots 22, 82 and 118.

4. Not to cause or permit any nuisance, annoyance or harassment to the occupier of any other allotment plot.

5. Not to dump waste material anywhere on the site.

6. Not to encroach on any path set out by the Council for the use of the occupiers of the allotment gardens.

7. Not to underlet or assign or part with the possession of the Allotment plot or any part thereof without the written consent of the Council.

8. To read and comply with the current Health and Safety Policy produced by the Allotment Society and to ensure no hazards.

9. When using any sprays or fertilizers, the Tenant must comply with current regulations.

Tenants are responsible for maintaining plot boundaries including fencing, hedging, ditches and pathways. To keep site structures in good repair. Hedges may not be removed and should be kept no higher than 1.8 metres adjacent to public areas and no higher than 1 metre elsewhere.

10. Tenants shall not, without the written consent of the Council:

a. Erect, replace or re-position any building.

b. Construct ponds.

c. Keep chickens, rabbits or bees.

d. Use barbed wire.

e. Plant new trees other than fruit trees having dwarf rooting stocks

f. Cut or prune any mature woodland trees

g. Take, sell or carry away any mineral, gravel, sand, earth or clay (aggregates).

h. Install permanent paving.

i. Bring bricks, aggregate or broken paving onto site (building materials).

j. Bring asbestos onto the allotment site.

k. Plant bamboo anywhere on site.

11. 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.

12. To permit any Member of the Town Council or its Officers to inspect your Allotment Garden at any time.

13. To ensure that any dogs brought onto the allotments are kept on a lead and not left unattended. To pick up and take off site any fouling made by dogs.

14. To pay any compensation to the outgoing tenant for crops or improvements.

15. To deposit the sum of **£35.00** (Thirty-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.

16. 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 forfeited.

17. 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.

18. To understand that the Town Council is not legally required to provide metered water to Shepherd Road or Blundell 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.

19. Not to waste metered water leaving hosepipes unattended, nor to use sprinklers at any time. Not to fill any water container over a 300litre 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.

20. 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.

21. 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.

22. Carpet or similar material is not to be used on site.

23. No individual fires are permitted.

24. To permit the Town Council and delegated third parties to use CCTV on site.

25. 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. Blundell Road Allotments is managed directly by the Town Council.

<u>Tenant Requirements</u>

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

Determination of the tenancy

27. Upon the death of the Tenant this tenancy shall determine on the yearly rent day next after the death of the Tenant.

28. 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. The Blundell Road Allotments dispute process is managed directly by the Town Council.

29. 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.

30. 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.

31. 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

32. 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.

33. 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.

34. 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.

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

Signed by Tenant:

Plot: Date:

St. Annes on the Sea Town Council, West Lodge, 5 St George's Road,

St. Anne's on the Sea, FY8 2AE. 01253 781124

Open: 10.00am to 2.00pm Mon to Fri.

www.stannesonthesea-tc.gov.uk info@stannesonthesea-tc.gov.uk

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.