

STEYNING PARISH ALLOTMENT TERMS AND CONDITIONS OF CONTRACT

These terms and Conditions of Contract are agreed between:

- (1) **Steyning Parish Council (“the Council”)**, Fletchers Croft, Steyning BN44 3YH and;
- (2) **Tenants details (“tenant”)**

concerning the use of an allotment known as plot Allotment No:.....(“the allotment”) in the Rubalees/Canada Gardens allotments (“the Sites”).

IT IS AGREED that:

General Conditions:

- (i) *Steyning Parish Council is hereinafter referred to as “the Council” and includes any working party, committee of the Parish Council or any allotment managers appointed by the Parish Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972*
- (ii) *The allotments are in the South Downs National Park and tenants must be aware of the purposes of the SDNP which are:*

Purpose 1: To conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park area

Purpose 2: To promote opportunities for the understanding, and enjoyment of the special qualities of the Park by the public.
- (iii) *Tenants must ensure that those allotments adjacent to hedgerows and trees do not interfere with the bio-diversity of the SDNP and that wherever practicable greater weight should be given to conservation of the natural environment particularly between 1st March - 31st August ie; do not prune trees or cut hedges that may provide nesting sites for birds.*
- (iv) *‘Cultivation’ as referred to in these Terms and Conditions of Contract is defined as an area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or rotivate, mulch, prune, and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops.*
- (v) *The Council reserves the right to enter an allotment, with or without the consent of the tenant, to inspect its condition and may give the tenant notice of any breach of the*

tenant's obligations under the contract relating to the condition of the allotment. The tenant shall carry out all works necessary to remedy the breach within the time reasonably required by the Council (see (iv) above). Should the tenant fail to do so the Council shall remove/prune oversized trees and plants, cut down excessive and seeding weed growth or overgrown grass. Removal/pruning costs will be charged to the tenant and failure to pay will result in the tenancy being terminated.

(vi) From time to time these Conditions of Contract may be subject to change, to keep in line with new legislation and, or, policies, on reasonable notice from the Council.

(vii) The Council is responsible for the following:

- Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.*
- Repairs to site perimeter fences and gates where in the ownership of the Council, water infrastructure, haulage ways, hedges and tree management where not the responsibility of the allotment holders.*
- Removal of rubbish that has been fly-tipped.*
- The cutting of the grass on the main central path.*

(viii) These Terms and Conditions are subject to the Allotments Act 1950

(ix) Tenancies may be taken out in the names of two people.

Allotment Association Membership

In order to promote greater ownership and responsibility on the site it is recommended that the tenant becomes a member of the Allotment Association.

Right To Use the Allotment

- 1 Tenants must reside within the administrative area of the Parish of Steyning unless with prior agreement with Steyning Parish Council.

Tenancy/Rent

- 2 Tenancies shall be for 12 months, from 1st September to 31st August each year. New tenants must pay the full annual rental in advance on signing the contract. Rents are due by 30th September in advance for the ensuing year. Any rents not paid by the due date will result in the tenancy contract being terminated with immediate effect and should the tenant wish to continue with an allotment the tenant will be put on the waiting list.
- 3 All rentals shall be paid to the Council at the address above.
- 4 Allotments are offered as 'sight as seen' unless otherwise stated. Subject to clause 11 hereafter the outgoing tenant shall be responsible for the removal of any debris and/or structures unless an agreement has been reached with the incoming tenant. Such agreement to be confirmed in writing between the two parties with copies of the

agreement sent to the Council.

- 5 Allotments cannot be transferred, passed on or sub-let to family, friends or other allotment holders. Tenants must advise the Council of any allotments that are no longer required or, wish to reduce to half an allotment or, are unable to tend their allotments for health or, any other reason.
- 6 Within the first three months of a tenancy the tenant may choose to return the allotment to the council during this period and will have pro-rata remaining rental returned minus a £10 administration fee. If the tenant undertakes no significant work (no less than 50% of cultivation – (see (iv) above) to an allotment within the first three months of receiving it then the tenancy will be terminated with immediate effect and returned to the Council for re-letting.
- 7 Any change of address of a tenant shall be notified to the Council immediately. Any tenant who moves out of the Parish of Steyning will have their tenancy terminated with immediate effect.
- 8 No tenant shall have more than one allotment except by prior agreement with the Council and such agreement is discretionary only and not binding on the Council (subject to current tenancies in operation). Should allotments become vacant and there is no waiting list an existing tenant may apply to work the allotment on a short term 'licence' at the discretion of the Council subject to 3 months' notice on either side. When an incoming tenant signs an agreement to take over a 'licensed' allotment between September 1st and August 31th of any year the 'licensed' tenant will retain the allotment until August 31st of that year. The outgoing 'licensed' tenant shall be subject to clause 11 hereafter.
- 9 Rents may be increased at any time, but normally annually, having been agreed by Council and will be included with the annual tenancy invoice. Three months' notice will be given to all tenants of any increase and the notice will also appear on the Council's website. Any such notice will be treated as properly served even if not received.
- 10 Subject to clause 11 hereafter this agreement may be terminated at any time by the tenant giving 3 months prior notice to the Council.
- 11 Any tenant who surrenders an allotment shall leave the allotment in a good and tidy condition in compliance with this agreement. Under the Allotment Act 1950 any such costs incurred by the Council can be re-charged to the tenant if they leave the plot in a state of deterioration.

Right of the landlord of an allotment garden to compensation for deterioration:

- (a) Where the tenant of land let, whether before or after passing of this Act, on a tenancy for use by the tenant as an allotment garden quits the land on the termination of the tenancy, the landlord shall, notwithstanding any agreement to the contrary, be entitled to recover from the tenant compensation in respect of any deterioration of the land caused by failure of the tenant to maintain it*

clean and in a good state of cultivation and fertility.

(b) The amount of compensation recoverable under this section shall be the cost, as at the date of the tenant's quitting the land, of making good the deterioration.

Re-entry and Forfeiture

The agreement for use of the allotment by the tenant hereby created under the Terms and Conditions of Contract shall continue until determined in any of the following manners or events:

- 11.1 On the death of the tenant.
- 11.2 By the tenant giving to the Council not less than 3 months' notice in writing at any time in which case the tenant shall not be entitled to a refund of any part of the rent already paid in advance.
- 11.3 By the Council giving to the tenant (12) months' notice in writing expiring on 31st March or 30th September in any year.
- 11.4 By re-entry of the Council at any time after giving notice in writing to the tenant (see 11.3 above):
 - (a) on a material breach of this Agreement by the tenant including any non-payment of rent save that if such breach shall relate to the cultivation of the allotment three months shall have elapsed since the commencement of this Agreement. The tenant shall not be entitled to a refund of any rent paid.

The Council's Obligations

- 12 Subject to the tenant complying with all obligations under this Agreement, the Council shall pay all rates, taxes, outgoings and other impositions payable in respect of the sites, their use and any works carried out there for which the Council is responsible.
- 13 Save as otherwise allowed under this Agreement and so long as the tenant pays the rent and complies with its other obligations, the Council shall allow the tenant quiet enjoyment of the allotment without any interruption by the Council or any other person claiming under the Council.
- 14 The Council shall be responsible for maintaining hedges or, trees where they abut a boundary or road or vehicular haulage way. All other hedges and trees within the allotments area are the responsibility of the allotment holders and must be maintained without damage to the bio-diversity.

- 15 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on any allotment nor, injury to the person while working on or, visiting the allotments site howsoever caused. All such incidents should immediately be reported to the relevant authorities and the Council.

The Tenant's Obligations

The tenant shall:

- 16 Not cause another tenant harassment, alarm or distress; discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantaged by any condition which cannot be shown to be justified. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of the tenancy and possible prosecution.
- 17 Have a duty of care to the health and safety of everyone, including visitors, trespassers, other allotment holders and themselves.
- 18 Use the allotment mainly for the production of vegetable or fruit crops but a proportion, no more than 25%, of the plot may be used to grow cut flowers
- 19 Ensure that the allotment is cultivated, kept in good order, safe, tidy and free from flowering weeds, including any pathways adjoining or, abutting the plot. Regular inspections are made by the Council of all allotments and failure to keep an allotment cultivated and, in good order, may result in the tenancy being terminated (*see note (iv) and 11.3 above*). An allotment that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated. Extended grass areas must be agreed in writing with the Council.
- 20 Not remove or take crops or possessions from any other allotment, without the permission of the paying tenant and if proven shall result in the tenancy being immediately terminated. To do so without permission is theft and a criminal offence. (Note: All incidents of theft must be reported to the police on: 101 and the parish Council on: 01903 812042).
- 21 Ensure that all existing trees, bushes and hedging over the absolute height of 2.5 metres (8ft) in height including those that have self-seeded shall be in breach of the contract and must be pruned back. Should the tenant fail to prune back the trees to the required height any removal/pruning costs will be charged to the tenant and failure to pay will result in the tenancy being terminated (*see 11.3 above*). Hedges should not be cut back during the bird nesting season, which runs from 1st March – 1st September.
- 22 Ensure that no new fruit trees are planted without the permission of the council and that they must not be detrimental to the adjoining allotment holders and should be of dwarf rootstocks (M.27, M.9, M.26 or M106). All new trees must be planned thoughtfully before planting. Invasive plants such as Bamboo, all types of willow and fast growing conifers

(including Christmas trees) are not permitted.

- 23 Ensure that manure from pitching places ie: the allotment itself and communal areas, is removed within a reasonable time; otherwise the same may be removed by the Council at the tenants cost and forfeited.
- 24 Not use sunken baths as ponds or for water storage as they are not permitted on health and safety grounds. Baths being brought onto an allotment will be seen as unwanted waste and will result in the tenant being put on notice to remove it or the tenancy terminated (*see note 11.3 above*).
- 25 Ensure that the tenant's dogs shall be kept on short leads, under control at all times and restricted to the tenants own plot, failure to do so could result in the termination of the tenancy (*see note 11.3 above*). (It is advised that all tenants' dogs brought on the allotment site should be covered by third party insurance). The council shall not accept any responsibility for any personal injury to third parties, damage to allotment produce or, equipment or, nuisance caused by any dog and such responsibility shall rest with the owner. No dogs shall be permitted on the allotments other than those owned by the tenants.
- 26 Not keep bees on allotment land.
- 27 Not erect any shed, greenhouse, poly-tunnel or any other structure without obtaining permission from the Council. All structures must be temporary ie: on paving slabs, loose laid bricks or, concrete 'boots' for stability. Other more permanent foundations shall not be permitted without the requisite planning permission. Any structure must be sited sympathetically to other allotments and subject to clause 10.
- 28 Not store hazardous materials on the allotment. Usage of fuels and hazardous materials should be undertaken with caution and used with the correct safety equipment and with due regard for the health and safety of others.
- 29 Not cause or permit any nuisance to other allotment holders, or residents of adjacent properties, nor light bonfires indiscriminately. Bonfires shall not be lit if the wind is likely to take smoke towards dwellings; must be attended at all times; must be damped and completely extinguished prior to the tenant leaving the plot. Failure to comply may result in the tenancy being terminated (*see 11.3 above*).
- 30 All keys (including sheds/greenhouses) to be handed back to the Council on the termination of a tenancy.
- 31 Not use chainsaws without the written consent of the Council
- 32 Not use barbed wire.
- 33 Not deposit on the allotments any rubbish or refuse, nor block any hedges and any garden refuse should be composted or removed from site.
- 34 Not use an allotment for commercial gain.

- 35 Only use the water taps that are located on the main pathway for the hand irrigation of allotments, including hosepipes, and for no other purpose. Hosepipes must not be left unattended (see clause 18 above). No sprinklers are permitted.
- 36 Not take remove any sand or earth from the allotment or sites.
- 37 Ensure all minors are accompanied and the Council accepts no responsibility for any injury howsoever caused to a minor while on the allotment site.
- 38 Not make any undue noise that may disturb neighbouring allotment holders ie: loud radios
- 39 Not use the allotment:
- (a) for any illegal purpose;
 - (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Council or the other tenants or occupiers of part of or any property adjoining the allotment;
 - (c) in a way that would vitiate the Landlord's insurance of the site; nor
 - (d) in a manner that interferes with any right subject to which this agreement is granted.
- 40 To ensure that any person attending the plot in the allotment holders absence, is made aware of the boundaries of the plot and that they must not remove produce from any other plots.

Structures

- 40 Any structure erected on an allotment used for storage must be for the tenant's personal use and only for materials used in the cultivation of the tenant's allotment and must not exceed a size of 3m x 2m x 2.13m high (9 x 6 x 7ft high) and shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with and blend with the natural environment ie: Brown or Green. Any poly-tunnel erected on an allotment must not exceed 3 x 2.4m (10 x 8ft) (with the exception of existing poly-tunnels as at 1st May 2014). All structures are subject to clause 27 above and 41 hereafter.
- 41 All structures on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure the tenant will be advised by the Council to repair it to its satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Council may remove it and charge the tenant the full cost of removal and disposal and the tenancy may be terminated (*see 11.3 above*).
- 42 Tenants may not sleep in any structure on the allotment overnight nor anywhere on the

allotments site.

Vehicles and Access

- 43 Motor vehicles are allowed on the allotments site for deliveries/collections only (no parking is permitted see clause 44 hereafter) but limited to and by way of the main access paths, except when ruts, or damage to the paths would occur due to soft (wet) ground conditions and without hindrance to other allotment holders. The cost of any damage howsoever caused by vehicles shall be met by the person responsible for the damage.
- 44 No motor vehicles may be parked blocking any access point or, parked overnight or deposited on the allotment. Caravans, live-in vehicles, tents and other temporary structures, as well as overnight camping are not permitted on any allotment or, allotment land.

Miscellaneous

- 45.1 The tenant shall not be entitled to compensation for any of the improvements mentioned in Part I of the Second Schedule to the Small Holdings and Allotments Act 1908 or Part II of the Second Schedule of the Small Holdings and Allotments Act 1926
- 46.2 Any notice hereunder to be given by the Council may be served by being left at or sent to the last address notified by the tenant to the Council or by being left in some conspicuous place on the tenant's allotment.
- 47.3 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 pre-paid post letter to the Clerk to the Council.

Complaints

- 49 Any disputes, damage or intimidation occurring at the allotment sites between allotment holders must be reported to, and dealt with by the Council. The Council's decision is final.
- 50 All complaints should be addressed to the Council at the address below for the attention of the Clerk.

Signed:.....For and on behalf of Steyning Parish Council

(print name and position).....

Signed:....."the tenant"

Date:.....

These Terms and Conditions of Contract are issued by Steyning Parish Council, Fletchers Croft, Steyning BN44 3YH Telephone no: 01903 812042; Email: spcclerk@btinternet.com; Website: www.steyningpc.gov.uk.

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