

Sitlington Parish Council

Allotment tenancy at Will and rules of the allotments

GRANT OF TENANCY AT WILL

The Landlord lets and the Tenant takes the land on a tenancy at will beginning on and including the date of this agreement.

The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated and payable by reference to a period and that the Landlord intends to demand the Rent, and that the Tenant has agreed to pay the Rent, by reference to that period.

TENANT'S OBLIGATIONS

It is the tenants responsibly to keep the Parish office informed of any changes to contact details. The Parish Council will not be responsible for communication that has not been received due to the Parish office not being informed of any changes.

The Tenant shall pay the Rent in respect of it in advance and without any deduction, set off or counterclaim, before the 28th February annually.

The Tenant shall use the plot as an Allotment only as defined by the Allotment Act 1922 and for no other purposes and to keep it clean from hazards-Eg: - broken glass, scrap metal etc and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in a tidy condition. The landlord reserves the right to terminate this agreement at any time if you fail to keep the allotment in a clean and tidy condition. The landlord will give 2 letters of warning, with 1 months' notice to cultivate and make changes to the allotment, after this if you still fail to comply with the above conditions your agreement will be terminated with immediate effect. If the tenant is struggling with health or personal matters the Office staff should be informed immediately so that they can help you as much as possible and inform council when allotment checks are carried out.

The tenant may not carry on any trade or business from the allotment site (A small amount of surplus produce may be made available as an ancillary to the provision of crops for the family without financial profit).

The tenant shall have at least $\frac{1}{4}$ of the plot under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the plot under cultivation after 12 months and thereafter. Office staff will inspect the allotments on a monthly basis and the allotment committee will inspect seasonally. Any concerns raised on inspection will be taken to the committee for further investigation. We understand that in the winter time the allotments will be less cultivated than normal however we still expect to see tidy, weed and rubbish free allotments. If you are having difficulties then we need to be informed as soon as possible so that we can help you.

The Parish Council encourages the composting of waste products; however, all surplus rubbish and arisings must be disposed of off-site by the tenant. Under no circumstances shall surplus material be disposed of in hedge bottoms.

The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Landlord from time to time. No abuse of any kind will be tolerated.

The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the allotment at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes of inspection.

When the Tenant vacates the allotment at the termination of the tenancy created by this agreement, they shall remove all items (and other items belonging to them), unless an agreement is reached with the Landlord, and shall clear all rubbish from the land.

If the tenant fails to clear the plot of rubbish the parish council will order a skip and the invoice will be the liability of the tenant leaving the plot.

The Tenant shall keep all internal hedges bordering the allotment cut and trimmed. The tenant is also responsible for the cutting and keeping tidy of the grass in front of the plot on the access road (external boundaries are owned and maintained by the Landlord, or by adjoining landowners: see 4.2)

The Tenant shall keep gates closed, and locked where locks are fitted, at all times for security purposes

The Tenant shall keep all sharp objects (knives, machinery, glass etc) securely locked away and out of sight for security purposes. This also includes any toxic poisonous liquids

Slug pellets that contain Metaldehyde are no longer permitted on site. please be mindful of the wildlife that are on site including the communal pond area.

A dog/pet cannot be kept permanently on the site, if the tenant brings a dog onto the allotment, it must be kept on a leash on the tenant's plot and under control. Under no circumstances shall dogs be permitted to stray onto the plots of adjoining tenant. The tenant must ensure that dog waste is collected and disposed of in the correct manner away from the allotment site.

Permission should be sought from the Landlord before keeping poultry on the site. The tenant shall not keep any livestock other than poultry/rabbits. Tenants must accept the guidelines set out in the good poultry practice guide. Where permission has been granted, Cockerels are not permitted and numbers of poultry to be agreed by the Landlord prior to the poultry going onto the site. The landlord reserves the right to inspect the poultry sheds at any time to ensure conditions are sufficient. The Landlord also reserves the right to inform animal welfare organisations if deemed necessary. The land lord reserves the right to require the tenant to cease the activity if the tenant is not following the allotment rules keeping of poultry. A minimum of 1m² space per hen is required for outdoor space and all hens must have a secure run in place as well as a secure chicken coop for them to rest in. Regular health checks should be made on the hens and they should also be cleaned weekly and fresh food and water added daily. During holiday times you must seek care of the hens whilst you are away and make the Parish council Office aware of who will be taking responsibility for them on 01924 261481 or 07771 113258 or clerk@sitlingtonparishcouncil.gov.uk admin@sitlingtonparishcouncil.gov.uk. Feed that is kept on the allotment should be stored in vermin proof bins and dead hens and bird flu/influenza should be reported to DEFRA on 03003038268. In the event of bird flu/influenza outbreak guidelines should be followed and disinfectant at the entrance of the coop should be in place to protect the birds this must be used on entering and exiting the coop. Any form of animal cruelty/welfare will be immediately reported to all relevant parties. Maximum number of hens allowed per plot will be 6. Should you not comply with the above conditions the Council reserve the right to have the chickens/rabbits removed through animal welfare organisations.

The tenant shall ensure that all water butts are covered and water must be only stored

in containers with the child safety lid, any pond water areas must be approved by the Landlord and be secure with fencing around to ensure they are not easily accessible.

The tenant shall be responsible to obtain public liability insurance. The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify the Council.

The parish Council advises tenants that it is good practice to obtain public liability insurance. The tenant shall be responsible for obtaining their own public liability insurance. The optional membership fee to the NAS gives limited public liability cover which can be increased by the tenant direct with NAS.

The Tenant shall not:

- use the Property otherwise than for the Permitted Use
- assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it
- erect any building or enclosure on the land without express permission of the Landlord. All greenhouses and shed applications must be sent to the Council Office for approval. All applications should have the sizes of the sheds and greenhouses that you wish to erect. A sketch should always be given of the proposed location.
- share occupation of the Property or any part of it without the express permission of the Landlord
- cause any nuisance or annoyance to any other allotment holders.
- plant trees or shrubs so as to be an injury or annoyance to any adjacent allotment holder. Trees shall be regularly pruned, such that no nuisance by over-shading is caused to tenants of adjoining plots.
- keep pigeons on the allotments
- keep other livestock on the allotment.
- Use water excessively nor fit an integrated water system without the permission of the Parish Council

The Landlord, or adjoining landowners, are the owners of the external boundaries and are therefore responsible to maintain all external boundaries.