



AYLESBURY TOWN COUNCIL

Allotment Tenancy Agreement Rules and Regulations

2020

AYLESBURY TOWN COUNCIL

Allotment Tenancy Agreement

THIS AGREEMENT was made on Two thousand and twenty, **BETWEEN** AYLESBURY TOWN COUNCIL of 5 Church Street, Aylesbury, HP20 2QP, in the County of Buckinghamshire, acting by Keith Gray, Town Clerk (hereinafter called “the Council”), **AND** Mr A Anyone, 1 Anywhere Lane, Aylesbury, Buckinghamshire, HP00 0HP (hereafter called “the Tenant”).

WHEREBY

1. The Council agrees to allow the Tenant to hire, as a yearly tenant, from the 21st day of September 2020, the allotment numbered (Site), (Plot No.) registered allotment gardens provided by the Council, measuring 5 poles or thereabouts.

The yearly rent, payable in advance, is as set out in accordance with the First Schedule hereto, as varied from time to time in accordance with the said Schedule, and at a pro rata rent for any part of a year over which the tenancy may extend. The rent for a whole year will be due and payable on the 1st September in each year.

The Tenant hereby agrees with the Council as follows:

- (1) Sign and return a copy of the Tenancy Agreement to the Aylesbury Town Council
- (2) To pay the full rent demanded, together with any increase thereof which may become effective in accordance with the terms of the First Schedule. If the rent has not been paid within 14 days, a reminder letter will be sent requesting payment within 5 days, after which the Council will terminate the agreement.
- (3) The rent is non-refundable.
- (4) Fully comprehend and manage their plot, in accordance with these rules and regulations.
- (5) Annually observe and comply with any amendments to these rules which may have been made in the event of this, allotment holders will be made aware of the amendments by a letter sent in the post and being displayed on the allotment notice boards.
- (6) You are required to keep any adjoining pathways reasonably free from weeds and to cut and not allow any grass to become over-grown.
- (7) Not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. All pathways between allotment plots should be maintained and kept to a minimum of two feet wide.
- (8) Not, without the written consent of the Council, to cut or prune any timber trees or take, sell or carry away any mineral gravel, sand, earth, or clay.
- (9) Tenants should be aware that sheds and their contents are not insured by the Council against theft or damage. The security of each shed is therefore entirely the tenant's responsibility.
- (10) Not to erect any barbed wire or similar fencing around your plot or on the paths set out by the Council.
- (11) Not to deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any matter in the hedges, ditches, or dyke situated in the allotment field or in the adjoining field.

- (12) That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment garden, unless accompanied by the Tenant or a member of his/her family.
 - (13) That any case of dispute between the Tenant and any other occupier of an allotment plot shall be referred to the Council, and the decision of any Officer appointed to hear the dispute shall be final.
 - (14) That the tenant shall give up the allotment garden at the termination of the tenancy.
 - (15) That the tenant shall, as regards the allotment garden, observe and perform all conditions, covenants or restrictions contained in or forming part of the lease agreement.
 - (16) To exercise due and proper care and regard to any water supplied to the allotment garden in order to prevent waste and to ensure its use only for or in connection with cultivation of the allotment garden. The tenant shall not connect to the Council water supply points any hoses or water sprinkler system on any allotment garden.
 - (17) To keep any buildings erected in accordance with Clause 36.1, or bought from or taken over from a previous tenant of the allotment garden, in good repair and condition at all times to the satisfaction of the Council.
 - (18) At the termination of this Agreement, to remove any buildings from the allotment plot and not claim any compensation from the Council in respect their condition. Additionally, all materials should be removed from the allotment plot. The Town Council reserves the right to charge for the removal of any buildings and materials left on the allotment plot after the tenancy period has finished.
 - (19) To comply with such rules made by the Council under Section 28 of the Small Holdings and Allotments Act 1908.
 - (20) That the tenant shall observe and perform any other special conditions which the Councils consider necessary to preserve the allotment plot from deterioration and of which notice shall be given to the tenant in accordance with Clause 26.2 of this agreement.
2. This tenancy shall terminate on the next rent day after the death of the tenant, or in the case of Bierton Road Allotments whenever the tenancy or right of occupation of the Council of the land upon which the allotment garden is situated terminates.

This Tenancy may be determined in any of the following manners:

- (1) By either party giving to the other twelve months' previous 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.
- (2) By re-entry by the Council at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required:
 - (i) for any purpose (not being for the use of the same or for agriculture) for which it has been appropriated under any statutory agriculture for which it has been appropriated under any statutory provision or
 - (ii) For building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
- (3) By re-entry at any time after giving one month's previous notice in writing to the tenant:
 - (i) if the rent is in arrears for not less than forty days whether legally demanded or not, or
 - (ii) if it appears to the Council that there has been breach of conditions and agreements on the part of the tenant, in not cultivating the plot within at least three months of the commencement of the tenancy, or

- (iii) if the tenant shall become bankrupt and compound with his creditors, or
- (iv) at the next rent day after the tenant ceases to reside in the Parish of Aylesbury.

Any notice required to be given by the Council to the tenant may be signed on behalf of the Council by the Town Clerk, and may be served on the tenant either personally or by leaving it at his/her last known place of abode, or sent by registered letter or by recorded delivery. If letter fails to reach the tenant, it will be placed in some conspicuous manner on his/her allotment plot.

Any notice given by the tenant to the Council shall be either by signed letter, by e-mail, by telephone, or by personal visit to the Council Office.

3. Your Tenancy Agreement

Your tenancy is made in line with the Allotments Act 1908 - 1950 and apply to all rented allotments.

- 3.1 Allotment Tenancies will be made in the name of one person only, even if more than one person works on the plot.
- 3.2 The Council as landlord, retains all right and powers over the land
- 3.3 The Council reserve the right to set appropriate annual rent levels and review and revise these levels, as become necessary.
- 3.4 Any rent increase will occur on the 1st September each year; however, tenants will receive twelve months' notice.

4. New Tenants, Eligibility Criteria and Allocation of plots.

- 4.1 To be eligible for an allotment plot, a person must ordinarily be at least 18 years old and reside within the Parish of Aylesbury. However, residents outside the Parish of Aylesbury may also make application to the Town Clerk to be allocated an Allotment plot within any of the sites in Aylesbury.
- 4.2 All plots are let as seen. The Council does not take responsibility for any work which may be required after acceptance.
- 4.3 When confirmation is received from a prospective tenant, they will be required to sign the tenancy agreement and pay the rent fee, prior to being allowed to start work on the allocated allotment plot.
- 4.4 New tenants will be expected, within a 3 month period, to undertake a level of progress and cultivation, agreed at the start of the tenancy with the allotment team. Failure to do this within this period will result in the tenancy being terminated.
- 4.5 If the new tenant, within the three month period has not observed the rules and regulations, then one months' notice may be given to end the tenancy under section 30(2) of the Small Holdings Allotment Act 1908.

5. Plot Sizes

- 5.1 References to a two and a half pole, five-pole or ten-pole plot shall be taken to mean plot or plots measuring up to two and a half pole, five poles or up to ten poles as the case may be.
- (Crown Leys Allotment Site only)
- 5.2 All tenants next to the perimeter fence shall leave a minimum of 2m (6 feet 6 inches) free from cultivation. No cultivation is to be undertaken behind the sheds on these plots.

6. Primary Users and Partnerships

- 6.1 The tenant must be the primary user of the plot and responsible for the activities of the registered partner and visitors to their plot.
- 6.2 A tenant may register a partner(s) to assist on the plot.
- 6.3 Registered partner(s) have no automatic right to the tenancy of the plot if the tenant decides to surrender the plot.
- 6.4 Aylesbury Town Council will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner who has been registered and worked the plot.
- 6.5 A registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the rules and regulations.
- 6.6 The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.

7. Sale and Sub-Letting

- 7.1 The tenancy of an allotment is personal to the tenant and is not transferable. Under Section 27 of the Allotment Act 1908, the tenant may not assign, underlet or part with possession of all or part of their allotment.
- 7.2 The sale or sub-letting of plots is strictly prohibited.

8. Death of a Tenant

- 8.1 The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.
- 8.2 Upon the death of a tenant, any registered partner who meets the requirement of section 4, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.
- 8.3 Plots will not be considered for transfer, unless the next of kin meets the criteria of section 4.

9. Change of address

- 9.1 The tenant must give written notice of change of address.

10. Ending the Tenancy Agreement

Termination of Tenancy by Tenant

- 10.1 If a tenant decides to end their tenancy you must inform the Council as soon as possible.
- 10.2 On termination of the tenancy, no refund of the annual rent will be returned.
- 10.3 Failure to leave the plot in the agreed condition will result in the Council Undertaking the work and a charge may be made to the tenant.
- 10.4 Tenants are given two weeks from the date of termination to remove any valuables, structures and crops they wish to take.
- 10.5 When the tenant leaves the plot he/she must ensure that any structure or shed which has been given permission to remain, has been emptied of its contents and any lock or padlock removed.
- 10.6 Any valuables or unsafe structures left, will be removed by the Council
- 10.7 All keys must be returned to the council within 14 days of the termination of the tenancy. Failure to do so, will result in the loss of the key deposit.

Termination of Tenancy by the Council

The council may require the tenant to vacate the allotment site by:

- a) Re-entering the allotment site after providing a 'Notice to Quit in accordance with the eviction procedure set out in the tenancy and rules & regulations. This will occur if the tenant has breached any of the rules and regulations of the tenancy.
- b) Re-entering the allotment site after providing three months' notice, in writing, to the tenant if the land is required for building, mining or any other industrial purpose or if the land is required by Council for the purpose (Other than agriculture) for which the land was acquired by the council; or has been appropriated under any statutory provision.

11. Power of Entry

- 11.1 Any Officer or agent of the Council, shall be entitled at any time to enter and inspect the allotment on permission from the Town Clerk.
- 11.2 Tenants are advised that photographs are a routine part of the inspection process, the pictures are retained for future reference in accordance with the requirements of the General Data Protection Regulation Act 2018.
- 11.3 The tenant will be in breach of the Rules and Regulations by causing a hindrance to or harassment of a duly appointed officer in carrying out inspection of the plot. This can result in an immediate notice of ending the tenancy.

12. Tenant record of Warnings

- 12.1 When letters regarding the condition of the tenant's plot(s) are sent they are recorded onto the tenants file. When future inspections are carried out by the Council's Officers, the history of the plot and the current tenant's records are referred to.
- 12.2 Tenants who receive a warning letter, will be given 3 weeks from the date of letter to make a significant effort to cultivate and manage their plot.
- 12.3 Tenants who have already received two warning letters within two months, may have their tenancy terminated by the next inspection, if an insufficient amount of cultivation and maintenance has not taken place.

13. General Breach of Tenancy

When evidence exists that a general breach of tenancy has occurred, tenants will be subject to the following enforcement procedure, in order to allow the tenant, the opportunity to remedy the breach.

a) 1st warning letter

This will outline the nature of the breach(es), give instructions on required actions and 14 days for the tenant to rectify the problem.

b) 2nd warning letter

If after the 14-day period, it is found that no or insufficient action has been taken, then the tenant will be issued with a 2nd warning letter. This will give the tenant an additional 14 days to rectify the breach.

c) Notice to Quit

If, after 14 days from the 2nd warning, it is found that no/insufficient action has been taken, then the tenant will be issued with a notice to quit.

The Notice to Quit informs the tenant that the tenancy will be terminated in one month and that the eviction process has commenced.

In this period, they must remove all possessions and locks and leave the allotment plot in an agreed condition.

The tenant will receive a letter to confirm that the tenancy has ended.

14. Serious Breaches of Tenancy - Enforcement Procedure

14.1 Where it is deemed that a serious breach of tenancy has occurred, the Council will issue an immediate Notice to Quit. The tenant(s) will be instructed to vacate and their tenancy will be terminated with immediate effect.

15. Sickness or inability to manage Plot for a short period of time

15.1 Tenants who are unable to cultivate their plot for reasons such as illness, work commitments or other personal circumstances, should contact the Council to inform them of this. All details will be kept strictly confidential.

16. Splitting of Plots

16.1 Plots which are of a larger size may be considered to be split at the discretion of the Council.

17. Keys

17.1 Tenants must ensure that keys are kept in their possession.

17.2 New tenants will be required to make a £10.00 (£12.50 for Crown Leys deposit for each key to the site. On termination of the agreement, this will be refunded.

17.3 Unauthorised copying of keys is strictly forbidden. Additional keys can be purchased from the Town Council Offices at a cost of £15.

18. Locking of Gates

18.1 All tenants and authorised persons must lock gates on entry and departure at all times, to prevent access by unauthorised persons. This applies even if the gate is found to be already unlocked on arrival/departure.

19. Reporting of Crime and Anti-social behaviour.

19.1 Allotment tenants are encouraged to report any instances of crime, suspicious behaviour or anti-social behaviour. Please report to the Police (on the non-emergency number) and the Council.

20. Expected behaviour of Tenants

20.1 Tenants must not 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 disadvantage by any other condition which cannot be shown to be justified.

20.2 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

20.3 Tenants must not cause or permit any nuisance by any means or annoyance to the occupier of another allotment garden

20.4 In cases of dispute (between the tenant and any other occupier of an allotment garden) the matter will be referred to the Council and the decision of the Town Clerk is final.

21. Notice of advertisement

21.1 Tenants are not permitted to erect any notices or advertisements on the allotment garden.

21.2 Noticeboards are for the sole purpose of displaying information from the Council and Allotment Wardens.

22. Water

22.1 The tenant shall not waste or contaminate any water supply.

22.2 Any water supplied to the allotment site shall be used for the allotment site only. The tenant shall not connect to the Council water supply points any hoses or water sprinkler system on any allotment site.

22.3 Alteration or illegal connections to the water supply would be considered a serious breach of the tenancy agreement.

23. Internal Paths and Communal Areas

23.1 Where present the tenant shall keep internal paths and communal areas adjoining the allotment, clean and free from weeds.

23.2 Tenants are not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupier of the allotment gardens. All pathways between allotment plots should be kept to a minimum of two feet wide.

23.3 Tenants must have written consent from the Council, to cut or prune any timber trees or take, sell or carry away any mineral gravel, sand, earth, or clay.

- 24. Fault and Repair Reporting**
24.1 Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to the Council. Once issues are identified, most minor repairs will be undertaken as soon as reasonably practical by a Council Employee/Contractor.
- 25. Plot ID Numbers**
25.1 The plot number must be shown clearly on each plot at all times, so that they can be easily located by maintenance staff and emergency services.
- 26. Use of plot**
26.1 The tenant must cultivate the allotment garden him/herself as an allotment garden and for no other purpose. Only dwarf fruit trees should be planted if required and a minimum of 80% of the plot used for growing fruit and vegetables. All other non-fruit trees may be removed by the Council without notice.
26.2 To keep the allotment garden clean and free from weeds and keep in a good state of cultivation and fertility throughout the year.
26.3 An area that is cleared annually of weeds yet remains uncropped or unplanted during any one year will be considered as non-cultivated.
26.4 Cultivation requires that the tenant annually dig, mulch, prune and weed the plot.
- 27. Unauthorised use of the plot**
27.1 The tenant shall not use the allotment plot, or allow it to be used, for the purpose of any trade business.
- 28. Bonfires**
28.1 Bonfires or burning of materials are strictly prohibited within the Allotment site and any transgressors will be subject to termination of their tenancy. The decision to terminate the tenancy rests with the Town Clerk.
- 29. Use of materials as weed suppressants**
29.1 The use of carpets as a weed suppressant is banned from the allotment site due to the chemical components and non- biodegradable nature of such items.
29.2 Other weed suppressants, such as black plastic, should only be used as an aide to clearing the plot and should be removed at the earliest opportunity.

- 30. Waste Disposal**
- 30.1 Waste derived from the plot must be responsibly disposed of at a licensed waste disposal facility.
 - 30.2 Tenants must not deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges, ditches, or dyke situated in the allotment field or in the adjoining field.
 - 30.3 The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish.
 - 30.4 Tenants who witness illegal fly tipping onto allotment land should immediately contact the Police or the Council. All reports will be treated in the strictest confidence.
- 31. Composting**
- 31.1 Tenants are encouraged to compost organic waste, as a preferred alternative to burning.
 - 31.2 The tenant shall maintain compost heaps in a tidy condition and they must be in proportion to the size of the plot.
- 32. Livestock**
- 32.1 Livestock of any kind are not to be kept on the allotment plots unless prior written permission has been given by The Town Council.
- 33. Dogs**
- 33.1 Dogs are allowed at the allotment site, but must be kept on a leash at all times. Tenants who take their dog(s) onto the allotment site will be responsible for clearing and disposing of any dog mess.
 - 33.2 Not to allow dogs to encroach onto another person's allotment plot.
- 34. Personal Safety**
- 34.1 Tenants have a duty of care to ensure the health and safety of themselves and everyone on site, including visitors.
 - 34.2 The council will not be held responsible for any danger or injury resulting from activities undertaken by tenants, or their guests on, or in connection with, their use of the allotment site.
 - 34.3 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practice.
- 35. Insurance and Personal Liability**
- 35.1 Tenants are advised to seek professional advice about their personal and public liability and property insurance cover, to ensure that it meets the requirements of their activities.
 - 35.2 Tenants are also advised to seek their own personal liability and property insurance cover against theft, damage and personal injury.
 - 35.3 Tenants have responsibility for the security of any article taken onto the allotment site.

36. Sheds, Greenhouses and Structures

- 36.1 Not, without the written consent of the Council, the maximum size allowed for any structure at the allotment site is 2.1 m x 1.5m (7 feet x 5 feet) on the allotment. For Bedgrove the maximum size allowed is 6 x 4. If this is exceeded the Council will request the tenant removes the structure.
- 36.3 Any form of structures at the allotment site shall not contain asbestos or any other hazardous building materials.
- 36.4 It is the tenant's responsibility to ensure that any structures are maintained and constructions are in good order and will be responsible for the removal of the structure at the end of the tenancy (excluding Crown Leys Allotment site)
- 36.5 Tenants should be aware that sheds and their contents are not covered against theft or damage. The security of each shed is therefore entirely the tenant's responsibility. Security should be enhanced at the time of construction by fitting a strong lock to a door and door frame.

37. Animal Traps

- 37.1 The setting of animal traps and use of poison on allotment plots, is strictly prohibited.

38. Site Access Restrictions for Tenants

- 38.1 Access to allotment sites is strictly within the hours of daylight and no overnight occupation is permissible.

39. Bees

- 39.1 Bee keeping on allotments is permitted strictly in accordance with the scheme of regulation agreed by the Council in March 2016

Allotments Privacy Notice

Aylesbury Town Council is the “controller” of the personal data you provide to us, our address is Town Hall, 5 Church Street, Aylesbury, Buckinghamshire HP20 2QP, telephone 01296 425 678.

The Data Protection Officer is Anthony Motyka, the contact details are the same as above.

We need your name and contact information in order to enter into a contract with you i.e. your tenancy agreement. Part of us managing this contract will include contacting you if there are any issues with your allotment. We will send you a quarterly newsletter by way of keeping you informed and as a basis to ensure we have your up-to-date information.

Providing the requested data is not a statutory or legal requirement however if you do not provide it then we will be unable to enter into a tenancy agreement with you, for the reasons outlined above.

Your personal data will be processed by Aylesbury Town Council employees only for the purposes above. We will not share your personal data with a third party unless we are legally obliged to do so.

We will retain your information for one year from the date your tenancy ends, after which it will be securely destroyed.

You have the right to access your personal data held by us, the right to rectification of inaccurate personal data, the right to request erasure of your personal data, the right request restriction of processing, the right to receive or have your personal data sent to another controller in a portable format, and the right to object to us processing your personal data.

You have the right to lodge a complaint with the Information Commissioner’s Office by calling 0303 123 1113 or via their website ico.org.uk

Upon signing and dating this agreement shows that you have read and understood this privacy notice.

FIRST SCHEDULE

The existing rent may be varied and the yearly rent to apply to this tenancy after the expiration of the above-mentioned period (hereinafter called “the new rent”), shall be fixed and subsequently varied from time to time by resolution of the Council. Any variation of the existing or new rents shall be notified to the tenant in writing before 24th June in any year of the tenancy and will take effect on 29th September of that year.

IN WITNESS whereof the parties hereto have set their respective hands the day and year first written.

SECOND SCHEDULE

**SIGNED by the said
KEITH GRAY JP
(Town Clerk)**

**SIGNED by the said
TENANT**

Date: _____

USEFUL CONTACTS/INFORMATION

Aylesbury Town Council

Allotment Officer: Kim Colbeck

Telephone number: 01296 425678

E-mail address: kim.colbeck@aylesburytowncouncil.gov.uk

Site Wardens - please see noticeboards on your allotment site for contact details.

Aylesbury Gardening Society (AGS) - is located at the Old Stoke Road allotment site. Information about membership and their price list for all your gardening requisites is enclosed with your pack. Their website address is www.aylesburygardeningociety.co.uk

Useful National Organisations

The National Allotment Society (NSALG) www.nsalg.org.uk

Royal Horticultural Society (RHS) www.rhs.org.uk

National Vegetable Society (NVS) www.nvsuk.org.uk

Other helpful information

Allotment site inspections are carried out on a quarterly basis. Notification of these will be placed on the site noticeboards.

The gates which allow vehicle access to the allotment sites are locked from end of November to beginning of April (exact times are weather dependent). This is to prevent damage to the trackways and allotment plots by motor vehicles and for the safety of tenants. The water troughs are also turned off during this period.

The judging for our annual allotment competition takes place in July/August. There is no entry form to complete or fee to pay. All allotment plots are taken into consideration by the Judges and as a new tenant your plot may be judged in the 'Best Newcomer' category.