

HUMBERSTON VILLAGE COUNCIL
TENANCY AGREEMENT FOR ALLOTMENT GARDENS

Plot No.

Made on 1st February 2022 between Humberston Village Council (hereinafter called the Council) of the one part and

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(hereinafter called the tenant) of the other part whereby the Council agree to let and the tenant agrees to hire as yearly tenant from 01.02.22 to 31.01.23 the allotment garden shown numbered in the Register of allotment gardens provided by the Council at the yearly rent of

Full	£52.00
Senior Citizens/Unemployed/Disabled	£43.00
Half Size Plot	£43.00
Half Size Plot for Senior Citizens/ Unemployed/Disabled	£38.00
Small Community Plot	£30.00

Non-Humberston Resident	£64.00
Senior Citizens/Unemployed/Disabled	£55.00
Half size plot	£50.00
Half size plot for senior citizens/ Unemployed/disabled	£45.00
Small Community Plot	£33.00

(Note this rate only for new tenants after April 2013)

(All above prices include water rates)

There is a charge for insurance cover for each individual allotment plot, which is charged separately by the Village Council and is shown on the cover letter.

And at a proportionate rent for any part of a year over which the tenancy may extend.

Rents are refunded in the event of relinquishing or rescinding of a tenancy, with refunds made of the pro-rata monthly amount for rent multiplied by the number of months left for the tenancy to run until the end of the allotment year.

The tenancy is subject to the Allotments Act 1908 and 1950 and to the regulations endorsed on this agreement and also to the following conditions:-

- a) The rent shall be paid by the first day of February in each year. The Council reserves the right to increase the yearly rent provided proper notice is given, proper notice being one year's notice prior to 1st February in any year.
- b) The Tenant shall keep the allotment garden clean and in a good state of cultivation, fertility and a good state of general tidiness. The Village Council does carry out regular checks on the allotment site on individual allotment plots and has a formal adopted protocol for dealing with plots it considers not kept to the standard required. This protocol is available from the Village Clerk or via the Village Council website.

- c) At any time the Tenant is required so have their plot in a cultivated state, to regularly dig or mulch, prune and weed not less than 75% of the total area. Compost bins, glass houses, poly tunnels, water butts and fruit cages are included within the cultivated area. Cultivated areas should be dug ready for planting or planted as appropriate. Cultivation requires that plots must be cropped and harvested according to the season. It is not sufficient to simply keep them clear of weeds or sheeted but to leave them unplanted. Any such plots will be considered as uncultivated and in breach of this condition of the tenancy agreement.
- d) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- e) The Tenant shall not underlet, assign or part with the possession of the allotment garden or any part thereof, without the written consent of the Council.
- f) The Tenant shall not, without the written consent of the Council, cut, prune or otherwise remove timber from any trees except those on his/her plot or take, sell or carry away any mineral, gravel, sand or clay from the site.
- g) Fruit Trees
Only fruit trees of dwarf root stock to be allowed and limited to 4 per full plot and 2 per half plot. Maximum height and spread to be contained at 2 metres and if not trimmed back if requested, the Village Council reserves the right to carry out the trimming of the tree or to remove it, after consultation with Humberston Allotment Holders Association Committee. Any cost incurred in any action taken by the Village Council is liable to be recharged to the tenant. No trees to be planted next to paths causing overhang. All existing fruit trees to be inspected by a site visit. Any tree thought to be in an inappropriate place to be removed or location changed. All future fruit trees requests must be made in writing and be subject to approval by two Village Councillors (one of whom should not be an allotment holder) and two members of the Humberston Allotment Holders' Association.
- h) Structures:
- The Tenant shall not, without the written consent of the Council, erect any building whatsoever on the allotment garden, this includes greenhouses, sheds, polytunnels or any livestock buildings. Each application will be viewed on its own merits and the Council reserves the right to refuse an application.
 - Only one greenhouse/polytunnel can be applied for on a half plot and for full plots applications for 2 such structures will be considered dependent upon sizes proposed.
 - It will be a requirement that any new structure permitted will need to have a water butt attached to it to assist with water supply.
- i) Livestock
The keeping of any livestock shall not be allowed on the allotment gardens, with the exception of female chickens and rabbits, provided they and their produce are for the tenant's own consumption. A maximum of 12 female chickens is allowed and a maximum number of 5 rabbits is allowed at any one time. Any livestock housing must not take up more than one third of the size of each allotment plot. Permission must be sought, as with all allotment buildings, for permission for any animal housing to be erected. The Council reserves the right to request removal of any livestock which it feels is not being adequately managed or should it have concerns over the health and wellbeing of the livestock concerned.
- NB – No livestock allowed on pensioners' or half plots due to reduced size of plots.**

- j) Bee Keeping
The keeping of beehives and bees is permitted as long as the keeper is a registered Bee Keeper with a nationally or locally recognised controlling body for bee keeping. The Village Council will apply and follow restrictions in line with guidelines laid down by the British Bee Keeping Association. Before any beehives are allowed on the plot, permission must be sought prior to installation from the Council.
- k) The Tenant shall cultivate the allotment for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by him/herself and family. The Humberston Allotment Holders' Association may dispose of surplus produce for fundraising purposes and provided that the monies raised go directly to the Humberston Allotment Holders' Association.
- l) Hedges, Paths and Fencing
- The Tenant shall keep every hedge that forms part of the allotment garden properly trimmed and cut The Tenant shall not use barbed wire fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
 - Any fencing a tenant wishes to erect on the plot, which is not already existing at the time of taking the tenancy, must be notified to the Council in advance for approval by the Council.
 - The tenant will also keep paths adjacent to their plot mown and neat and not allow any overhanging branches or brambles to cause an obstruction to the paths. Weed-killer is not allowed to be used on the grassed pathways.
- m) The Tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease under which the Council hold the land. Tenants may be requested by HAA to assist with the security of the site on occasion as per the formal adopted HAA Constitution.
- n) Bonfires
No bonfires shall be allowed on the allotment land on Sundays and/or any Bank Holiday days or if there is a funeral within the Cemetery.
During the period from 1st April to 30th September fires only until 10.00 am
No fires to cause nuisance to residents or other plot holders.
No fires to be left unattended or left smouldering under the soil.
Only allotment garden waste to be burned – no plastics or roofing felt to be burned.
The Village Council reserves the right to withdraw permission for fires if
These rules are not adhered to or if justifiable complaints are received.
- o) Carpet cannot be used on allotment gardens as weed suppressant and only appropriate gardening/horticultural weed suppressant material is allowed to be used on the allotment.
- p) Any Officer of the Council shall be entitled at any time to enter and inspect the allotment gardens/plots and any duly authorised member of the Council shall be entitled to enter and inspect provided at least 24 hours' notice has been given to the plot holder by the Council's Officer.
- q) Dogs on Site
Dogs are prohibited from being brought into or kept in any area past the main cemetery road gates, by either the tenant or by anyone acting with his/her authority or approval. Therefore

after the main gate on Cemetery Road, dogs are prohibited from both the allotment and cemetery site and must not be brought past that main gate.

r) Insurance

Appropriate insurance to cover the actual plot of the allotment garden is provided by the Village Council and a charge is made for this – this is a condition of taking an allotment tenancy. The Village Council insurance covers the actual site and all pathways and walkways under its own Village Council policy but a separate policy is held on behalf of all plot holders to cover all individual allotment plots and this is charged back to plot holders in addition to the allotment rental charge.

s) A tenant may hold a maximum of 2 plots if at the time of application for the second plot, there is a vacant plot available and there is no one on the general waiting list. HAHA will hold the waiting list of existing tenants who wish to be considered for a second plot for when availability occurs.

t) Any plot holder(s) receiving assistance on their plot(s) must register the name(s) of the assistants with the Village Council via the Clerk for insurance purposes. Assistants may be added as a joint tenant on an existing tenancy agreement provided they have been registered as formal assistants and have assisted for a period of more than 6 months prior to the request for joint tenancy.

t) All allotment garden tenants are expected to adhere to an acceptable standard of behaviour and propriety when on the allotment site. All tenants should treat other tenants, visitors and members of the Council with respect at all times and any behaviour deemed unsuitable by the Village Council will not be tolerated and will be viewed as a breach of the tenancy agreement and may result in a tenancy being withdrawn.

u) The tenancy of the allotment garden shall terminate on the yearly rent day next after the death of a tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of reoccupation of the allotment by the Council.

On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 and 1950 unless compensation has been paid, or promised, by an incoming tenant. Before claiming any compensation, the tenant shall give notice in writing to the Council of any paid or promised compensation. Any plot vacated and left in an untidy state as defined by the tenancy agreement, may forfeit the right to receive any refund for any vacated plot if vacated part way through a tenancy. Any structures (ie sheds, greenhouses etc.) must be removed within 4 weeks of a tenancy being surrendered or terminated, or within a timeframe formally agreed by the Village Council via an application for an extension of time through the Village Clerk. Any structures not removed within the timescale agreed then become the property of the Village Council.

v) Joint tenancies are held in two names. Should one of the tenants relinquish their tenancy, the other tenant automatically becomes the sole tenant of the allotment should they wish to be so. Applications for joint tenancy are welcomed throughout the year by the Village Council and are considered individually.

w) Vacant plots are allocated strictly according to the Village Council's official Allotment Waiting List which is held by the Council's Officer. A helper on a plot is not automatically issued the tenancy

should the official tenant relinquish the plot or have the plot rescinded. Any such vacant plot is offered to the next appropriate name on the official allotment waiting list.

- x) Every allotment plot must display its number on the allotment so it is clearly visible.
- y) By paying the appropriate fee for their tenancy agreement, the Tenant is deemed to have agreed to the terms and conditions of this Tenancy Agreement, irrespective of whether they have actually signed a copy of the Tenancy Agreement. All tenants will be sent either an electronic or hard copy of the Tenancy Agreement prior to tenancy fees being paid, as in line with their preferred method of communication.
- z) By either signing this agreement or paying for it, the Tenant is agreeing to hold a tenancy agreement and is consenting to Humberston Village Council holding their data with respect to payment, name, address, email address and phone number. This data will be kept securely by the Village Council and not shared with any other party and used only for the administration purposes of the allotment tenancy agreements and the allotment site.

Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council. Any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by post at the address of the tenant.

Signed:

Clerk to the Council

Signed:

Tenant

Date: 01.02.22