

Dover Town Council – Allotment Agreement

THIS AGREEMENT is made on the _____ day of _____, 20____, between the Dover Town Council (hereinafter called “**the Council**”), and _____ of _____, (hereinafter called “**the Tenant**”).

The Council agree to let, and the Tenant agrees to take on, a yearly tenancy from _____, the Allotment Garden numbered _____ at the _____ site. The area is up to _____ square metres. The Allotment Gardens are kept by the Council at an annual rent of £_____, plus a £ _____ water charge, payable yearly in advance.

A. The Tenant Agrees With The Council To The Following Conditions:

1. To pay the basic rent and the water charge & any additional charges as the Council may from time to time by notice to the Tenant specify.
2. To use the plot only as an allotment garden and not for any other purpose.
3. To permit any member, officer or agent of the Council at any time to enter and inspect the plot, providing a copy of any key necessary for this purpose to the Council.
4. Not to sub-let, share, assign or part with any part of the plot.
5. Not to damage or interfere, by his or her acts or omissions, nor to allow any others to do so, any fences, gates, signs, taps or other property of the Council or other plot holders on or neighbouring the site of which the allotment is part.
6. To ensure any access roads and all paths are kept free of obstructions and hazards at all times.
7. To allow where the plot joins another, a clear uncultivated strip of at least 30cms.
8. Not to erect any fencing on the plot, without prior consent from the Council. Consent will only be considered for safe permitted materials **NO HIGHER THAN 1 METRE**. Maintaining the fence remains the responsibility of the Tenant and must be removed at the Councils request. Under no circumstances must barbed or razor wire corrugated metal of any kind or any material containing asbestos be used.

9. Not to erect any notices or advertisements on the plot or around the site.
10. Not to bring to or keep on the plot any metal sheeting, tins, drums, barrels or other such items only plastic water barrels/tanks to be used for collection of rainwater.
11. Not to deposit, or allow deposit of, anywhere on the site refuse, spoil or other materials, excepting only manure or compost in such quantities as is reasonably required for cultivation. Compost & manure must be kept in safe & suitable containers. All rubbish & waste must be removed regularly by the tenant from the site.
12. To ensure tools and equipment are not left unattended in such a way as to cause harm or injury when not in use are stored safely.
13. This Council will not accept any responsibility for theft, loss or damage of property or physical harm caused by a tenant's negligence to such items nor any resulting injury however caused. Tenants are advised not to leave valuables or tools on any allotment garden.
14. Not to allow children under the age of 16 on to the site unless accompanied by an adult at all times.
15. Not to allow dogs on to the site unleashed unless contained within the tenants own plot and to clear away immediately from the plot site any faeces which may arise.
16. Not to erect any building or structure including any temporary structures, e.g. tents & Play equipment, on the plot without the written consent of the Council, provided that consent may not be refused under this clause to the erection of any building reasonably necessary for the keeping of equipment, hens and rabbits. Consent will only be considered for safe, permitted materials no larger than 2m x 2m x 1.95m for 1 shed or for 1 greenhouse/cold-frame per 25sq m of plot.
17. To maintain the entire plot in a proper state of cultivation appropriate to the season, weed free and with the soil kept in a fertile condition.
18. To routinely minimise pests and diseases and rodent infestation by organic methods. Where infestation becomes a threat to crops to use only chemicals approved by Department of Food and Rural Affairs and to inform the Council of such use in advance. Utmost care must be taken to ensure such chemicals do not spread outside the plot and are stored in a secure location in the original packaging.
19. Not to plant fruit trees or bushes to more than 1/4 of the plot without written consent from the Council, nor allow any plant to overhang, overshadow or obstruct adjacent plots or paths nor grow to such a size so as to require professional pruning. Not to plant flowers on more than 1/4 of the plot.
20. Not to bring nor keep livestock on the plot except hens or rabbits to the extent permitted by Section 12 of the Allotments Act 1950. Nothing in this subsection shall authorise any hens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment of the Animal Welfare Act 2006, and with prior written consent from the Council and on production of suitable insurance documentation ducks and geese. All buildings (including sheds) erected thereon shall be in accordance with the provisions of Clause A16 and together with all ranging areas must be safely constructed so as to prevent escape. A 24 hour contact number must be provided to the Council. Should vermin be attributed to your livestock you will be responsible for any control costs incurred.

21. Not to keep bees or hives on the plot without written consent from the Council and on production of accreditation from the British Beekeeping Association.
22. Tenants are expected to collect rainwater for the cultivation of crops, storing it only in plastic, covered containers, only as a last resort should the mains water supply be used. Not to leave hoses connected to taps or outside the plot when unoccupied. The Council or Utilities may impose restrictions on the use of mains water as needed. All tenants must comply with these.
23. To limit bonfires to the hours after dusk or 6pm, whichever is earlier to 7am. Bonfires must be of a small size, preferably contained, attended constantly and properly banked down when finished.
24. Not to excavate any holes on the plot without written consent from the council. Not to leave any permitted hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.
25. Not cause any nuisance or annoyance to other users of the site, contractors or officers of the Council, nor allow any visitor to your plot to be by noise, behaviour or action. To be a good neighbour at all times. Allotment sites are subject to UK law. Anyone stealing, using racist or homophobic language or engaging in anti-social behaviour will be given notice to quit.
26. Where vehicular access is permitted not to leave any vehicle unattended unless working on the plot. Under no circumstances may vehicles be parked overnight on site.
27. The Tenant shall remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim.
28. To observe and fully comply with all enactments statutory instruments local parochial or other byelaws orders or regulations affecting the plot.
29. On termination of the Tenancy to clear the plot of all fixtures and fittings belonging to the Tenant & all waste unless agreed in writing with the Council. Not to do so will lead to a claim for costs from Dover Town Council.
30. Tenants must inform the Council of any change of address and provide emergency contact details.
31. Tenants must never leave gates unlocked at any time ensure they are locked whilst on and exiting site.
32. No alcohol must be bought onto or consumed on site.
33. All produce grown on site is for tenant & family consumption only it is not permitted to sell crops including eggs, although they may be gifted.
34. Tenants may not camp or stay overnight on any plot or part of the site.

All clauses of this agreement are in conjunction with the [Allotments Act of 1922](#).

B. Termination of Tenancy

The tenancy can be terminated in any one of the following ways:

1. On the death of the Tenant
2. By the Tenant giving one months' notice to quit in writing expiring at any time.
3. By the Council giving not less than twelve months' notice to quit expiring on or before 6 April or on or after 29 September in any year.
4. By re-entry by the Council at any time after giving 1 months' notice on account of the plot being required for any of the purposes set out in paragraph (b), (c), or (d) of sub-section 1 of section 1 of the Allotments Act 1922.
5. By re-entry by the Council at any time after giving 7 days' notice in writing to the Tenant:
 - 5.1. If the rents or any part of them are in arrears for 40 days or more whether legally demanded or not.
 - 5.2. If it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant herein.
6. In the event of this agreement being terminated under clause 5.2 and any of the provisions in clause B5, no part of the rent paid in advance will be refunded.

C. NOTICES

Any consent or notice required to be given by the Council to the Tenant may be validly given by an officer of the Council and may be served on the Tenant either in person or by posting to his or her last known address by first class post or by fixing the same to the allotment as recorded in this agreement in a conspicuous manner. 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 envelope or handed n person to an Officer of the Council.

Signed: _____ on behalf of the Council on this day, _____.

Signed: _____, the Tenant.