

MARYPORT TOWN COUNCIL ALLOTMENT AGREEMENT

THIS AGREEMENT is made the...1st.....day of.....April 2018.....

BETWEEN.....of.....

.....

& MARYPORT TOWN COUNCIL

NOW IT IS AGREED as follows:

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1 The Council agrees to let and the Tenant agrees to take all that piece of land situated atnumbered.....on the Council's allotment plan.

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from Maryport Town Council at an annual rent, as notified, which is payable yearly in advance to the Council following notification of payment arrangements.
- 3.2. 12 months notice of any rent increase will be given by the Council to the Tenant in writing in the preceding year to take effect the following year.
- 3.3. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.
- 3.4. Sub-letting & joint tenancies will be honoured with existing tenancies at August 2012. No further joint tenancies will be permitted.

4. Rates and Taxes

- 4.1. The Council will pay all rates and taxes.

5. Cultivation and Use

- 5.1. Unless otherwise agreed by the Council, the Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922, (that is to say wholly or mainly for the production of vegetables, fruit and flower crops for consumption or enjoyment by the Tenant and their family), and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 5.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be used to the provision of crops for the family.)
- 5.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 5.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 5%.

6. Prohibition on Under letting

- 6.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is, for example, incapacitated by illness or on holiday, the Council to be informed of the other person's name.)

7. Conduct

- 7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 7.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 7.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 7.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 7.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with their permission.

7.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

8. Lease Terms

8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

9. Termination of Tenancy

9.1. The tenancy of the Allotment Garden shall terminate:

9.1.1. Automatically on the Rent Day next after the death of the Tenant, or earlier if agreed with the Council.

9.1.2. By either the Council or the Tenant giving to the other at least twelve months' notice in writing expiring on or before 1 April.

9.1.3. By re-entry by the Council after 3 months' previous notice in writing to the Tenant on account of the Allotment Garden being required:

9.1.3.1. For building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

9.1.3.2. For any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision.

9.1.4. By re-entry if the rent is in arrears for not less than 40 days.

9.1.5. By re-entry if the Tenant is not duly observing the conditions of this tenancy.

9.1.6. By re-entry if the Tenant becomes bankrupt or compounds with his creditors.

9.1.7. By the Council giving the Tenant at least one month's notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident outside the parish.

10. Termination Arrangements

10.1 In the event of the termination of the tenancy, the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

11. Change of Address

11.1. The Tenant must immediately inform the Council of any change of address.

12. Notices

12.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery.

12.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

12.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

Executed by the Council by

In the presence of

Signed by the Tenant

In the presence of

Signed on behalf of the Council

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

2. Hedges and Paths

- 2.1. The Tenant shall keep every boundary of his Allotment Garden properly maintained, this includes all fencing around the perimeter, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.2. The Tenant shall use only wood fencing approved by the Council for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 45 centimetres wide.

3. Security

- 3.1. The main access gate shall be closed and locked at all times as appropriate. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is closed at all times after you enter and after you leave the Allotment Site.

4. Inspection

- 4.1. An officer or member of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer or member at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off-site by the Tenant.
- 6.2. Tenants shall not be permitted to keep dogs on the Allotment Gardens without the Council's written permission.

7. Livestock

- 7.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save pigeons, rabbits and hens (no Cockerels) to the extent permitted by the Allotments Act 1950 Section 12. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.
- 7.3. No livestock, poultry, pigeons or other animals will be permitted to be kept on the Church Street site.

8. Buildings and Structures

- 8.1. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits, pigeons or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel, the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant planning authority.
- 8.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.

- 8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.3. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must
 - 10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - 10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.
- 10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

11. Notices

11.1. The Tenant shall not erect any notice or advertisement on the Allotment Site without the prior consent of the Council.

12. Car Parking

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking and not obstruct access at any time. For clarity, it should be noted that vehicles are taken onto the site at the owner's own risk.