

**Revised Allotment Tenancy Agreement and Rules and Regulations**

**Executive Summary**

To agree a revised Allotment Tenancy Agreement and separate Rules and Regulations.

**Recommendation to Council (14 October 2019)**

That Members agree to the issue of a revised Allotment Tenancy Agreement and separate Rules and Regulations as set out in Appendix 1 and 2.

**1. Purpose of Report**

- 1.1 Members to consider the request to replace the existing Allotment Tenancy Agreement with a separate revised Tenancy Agreement and separate Rules and Regulations.

**2. Background**

- 2.1 The current Allotment Tenancy Agreement also contains the current Rules and Regulations within it. The problem with the Rules and Regulations being combined with the agreement is that if the Rules and Regulations need updating then all the Tenancy Agreements would have to be re-issued.
- 2.2 The re-issue of the Agreement to all Tenant was undertaken a number of years ago and resulted in quite a lot of negative feedback from the Tenants.
- 2.3 One alternative would be to issue a revised Agreement (containing the Rules and Regulations) to new Tenants only. This would mean that there would be some older tenants on the old agreement and new tenants on the new agreement, resulting in confusion as to who is on which Agreement.

**3. Proposal**

- 3.1 A review of the Tenancy Agreement and the incorporated Rules and Regulations has been undertaken and a new shorter Tenancy Agreement and separate Rules and Regulations created.
- 3.2 The shorter Tenancy Agreement only has the Tenancy Agreement items incorporated and has a small number of changes, highlighted in red in the draft copy in Appendix 1.
- 3.3 The revised Rules and Regulations have also had a number of changes, highlighted in red in the copy in Appendix 2.
- 3.4 The intention is to have the Rules and Regulations displayed on the Council website (with a pdf version available to download) and also on the Allotment notice boards.
- 3.5 This will allow further updates to be made to the Rules and Regulations as and when required without the need to reissue a revised Tenancy Agreement.

**4. Financial Implications**

- 4.1 There are no financial implications

**5. Implications on Crime and Disorder**

- 5.1 The Crime and Disorder Act 1998 (Section 17) requires a parish council to consider the crime and disorder implications of any decision. There are no direct implications arising from this report although our allotments are subject to anti-social behaviour from time to time. This usually takes the form of the theft of produce. A mobile CCTV camera is used from time to time when issues arise.

**6. Implications on Biodiversity**

- 6.1 The Natural Environment and Communications Act 2006 (Section 40) requires parish councils to consider the impact any decisions will have on biodiversity. There are no direct biodiversity implications arising from this report but the cultivation of vegetables, fruit and flowers in allotments enhances the biodiversity of the parish in a positive way.

**7. Background Papers**

None.

**8. Appendices**

Appendix 1 Revised Tenancy Agreement  
Appendix 2 Revised Rules and Regulations

# Ash Parish Council



## SHAWFIELD/HARPERS Road Allotment TENANCY AGREEMENT

**AN AGREEMENT** made th day of 20 BETWEEN Ash Parish Council, of The Ash Centre, Ash Hill Road, Ash, Surrey hereinafter called the Council, of the one part and of

, herein after called the Tenant of the other part whereby the Council agree to let and the Tenant agrees to hire as a yearly Tenant from day of 20 Allotment Plot numbered in the register of Allotment Sites provided by the Council at the yearly rent of £ payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend. Where the Council has been shown proof that the Tenant is in receipt of a state pension a 50% reduction in the rent will be applied.

The rent shall be due on the 29<sup>th</sup> day of September each year. The Council will review the rent annually in February, with the revised charges being advertised in the allotment notice boards and on the Council Website. A termination period of one month will be required from either party this is to be given in writing.

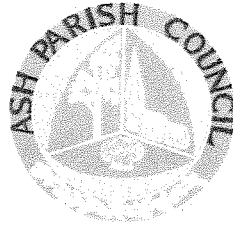
The Tenant agrees to pay a deposit of £50.00 on the first take-up of the Tenancy, refundable at the end of the Tenancy. Should the Tenant wish to terminate the use of the plot, the allotment plot must be handed back to the Council in a clean and tidy condition. The Council reserves the right to deduct from the deposit the cost of any remedial work necessary through poor maintenance or neglect.

The Tenancy of the allotment plot shall be terminated by the Council if the rent is in arrears for not less than 30 days, or if the Tenant is not duly observing the current Rules and Regulations that are currently displayed in the Allotment Notice Boards and on the Council Website.

Signed ..... Clerk of the Council  
Ash Parish Council

Signed ..... The Tenant

Signed ..... Joint Tenant (where applicable)



# **Ash Parish Council**

## **Allotment Rules and Regulations**

1. The Tenant must observe the Rules and regulations that the Council may make or revise for the management of the Allotment Site.
2. All Tenants must reside in the Parish of Ash and be registered on the Electoral Register. Tenants must inform the Council immediately of any change in the Tenants address, or other contact details.
3. The Tenant shall keep their allotment plot clean, free from weeds, tidy with no accumulation of rubbish, including tyres, and in a good state of cultivation, with the plot being at least 50% cultivated at all times. Cultivation means at least 50% of the plot being dug over, planted and used. A Tenant shall not allow any part of the allotment plot to be waste.
4. Allotment plots will be regularly inspected by Council Officers. Where an allotment plot is found to be in an unsatisfactory state, written warning of termination of tenancy shall be given to the Tenant. The Tenant shall be allowed four weeks to remedy the situation before termination procedures are enforced. If the Tenant does not agree with the termination process, an appeal must be made within 7 working days to Ash Parish Council.
5. An allotment plot must be used only for the purpose of growing vegetables, flowers and bushes, but not by way of trade or business.
6. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or obstruct any path set out by the Council for the use of the occupiers of the allotment site. No carpets, carpet underlay or tyres are allowed on the allotment site.
7. The Tenant shall not underlet, assign or part with possession of the allotment plot or any part thereof without the written permission of Ash Parish Council.
8. All Tenants are responsible for the security of the site. The gates have been installed to prevent fly tipping, anti social behaviour and thefts from the allotments. The entrance gate must be kept shut at all times.
10. The last tenant to leave is responsible for ensuring the gate is locked behind them.. If unsure as to whether you are the last person leaving the site always lock the gate behind you. At the Shawfield Road allotment site after passing through the gate always rotate the padlock code dials so that the opening code is NEVER displayed.

11. Any Tenant who gives a key (Harpers Road allotment site) or the padlock code (Shawfield Road allotment site), dumps rubbish of any sort within any part of the allotment site or gives permission to a third party to do so shall have their tenancy terminated with immediate effect.
12. Tenants must obtain formal permission from the Council BEFORE importing any form of wood chipping or similar material, to prevent the spread of Japanese Knotweed or similar invasive plants. Any request MUST be made to the Council in writing.
13. The Tenant shall not, without written permission of the Council, cut or prune any timber or other trees, or take away any mineral, gravel, sand or clay from the site.
14. The Council does not permit any permanent buildings to be erected on the site. Sheds or greenhouses to a maximum size of 6ft by 4ft (shed) or 8ft x 6ft (Greenhouse) on a non permanent base can only be permitted with prior written permission of the Council. One greenhouse and one shed only will be permitted per large allotment plot. One greenhouse OR one shed only on small allotment plot. All applications to be made to the Council in writing and must include a site plan showing the proposed location of the shed/greenhouse.
15. Tenants shall not keep any animals or other livestock, including bees, on the allotment plot.
16. Tenants shall not use barbed or razor wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment site.
17. The Tenant shall not use a hosepipe from the water points in the allotment site. The use of sprinklers is also not permitted, unless using a portable pump from the Tenants own water butt. The Tenant shall not make any connection to the water supply, supplied by Ash Parish Council whether temporary or permanent.
18. The Tenant shall only burn their own allotment site rubbish, for example, old wood, canes and shrubs that are diseased or unsuitable for composting. No household rubbish shall be burnt.
19. Bonfires must only be lit, no earlier than one hour before sunset, and when there is no nuisance caused to neighbouring properties and must be tended at all times. **NO** other bonfires will be permitted on the allotment site and any organic material **must be composted** by the Tenant on the Tenants own allotment plot. Any other material must be removed from the allotment and disposed of by the Tenant.
20. Tenants must NOT store petrol, oil or similar fuel or lubricants on the Allotment site except in tanks of machines and only in such quantities as may be reasonably required for day to day use.
21. The Tenant shall ensure that any dog brought onto the allotment site shall be securely held on a lead and all fouling removed.
22. Children brought onto the allotment site must be under the strict supervision of the Tenant.

23. The Tenant shall ensure that the shared Council shed be kept in a good state of repair.
24. The Council shall be responsible for cutting the boundary hedges of the allotment site.
25. The Tenant shall be responsible for cutting the grass pathways adjacent to their allotment plot.
26. Any breach of any of the rules and regulations will result in the tenancy being terminated.
27. After the death of a tenant the tenancy of the allotment site shall terminate within 6 weeks, unless an alternative period has been agreed with the Council. In the case of a joint Tenancy the Tenancy of the plot will pass to the surviving Tenant upon the death of a joint Tenancy holder.
28. If a Tenant moves out of the Parish of Ash their tenancy will be terminated. They will be allowed a period of up to 6 months (the actual period to be determined by Ash Parish Council, depending on the season and circumstances), before the tenancy agreement will be terminated. This will allow for the harvesting of any crops growing on the plot.
29. The Council is not liable for any loss by accident, fire, theft or damage of any tools or contents within the Allotment Plot.
30. These Rules and regulations repeal all other versions of the Rules and Regulations , including the Rules and Regulations previously incorporated into existing Tenancy Agreements

September 2019

Ash Parish Council  
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Ash  
Surrey

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# Ash Parish Council

## Allotment Shed and Greenhouse Application

NAME: \_\_\_\_\_

SITE & PLOT NUMBER: \_\_\_\_\_

I/We wish to erect      i)      a shed;  
                                 ii)      a greenhouse;  
                                 iii)      a shed and a greenhouse.  
                                 (please delete as appropriate)

on the above plot and agree to the following conditions:

1.    One shed and one greenhouse only permitted on a Large plot;  
      One shed **OR** one greenhouse only on a small plot.
2.    Sheds to be no larger than 6ft x 4ft and greenhouses to be no larger than 8ft x 6ft.
3.    Written permission to be obtained BEFORE erecting a shed or greenhouse.
4.    No permanent buildings to be erected.
5.    Sheds and Greenhouses to be fixed securely to the ground to prevent any movement.
6.    Sheds, Greenhouses and the contents will be at the plot holders risk.
7.    All requests for a shed and/or a greenhouse must be accompanied by a plan showing the location of the proposed shed.

Signed: \_\_\_\_\_

Date \_\_\_\_\_

Council \_\_\_\_\_

Date \_\_\_\_\_

Approved: