



# WORTH PARISH COUNCIL

Clerk: Mrs Jennifer Nagy

Dear Mrs

Thank you for renting allotment garden Plot from Worth Parish Council.

**Price:**

The price is £0.30p per m<sup>2</sup> and the total amount for your plot is .

**Payment**

Bank Transfer:

Account Number: 70989630.

Sort Code: 20-23-97

Please use the following reference:

Cheque:

Cheques are to be made payable to 'Worth Parish Council'.

Cash:

We do not accept cash payments.

- Please read through the Crawley Down Allotment Rules and sign and return.
- Please ensure that we have your up-to-date phone number and email address.
- The gates to the Allotments are secured via security coded locks. Please note that all gates are to be kept locked at all times, even when you are working on site. The combination to the locks will be given to you once a signed copy of the agreement and payment have been received.
- Please note the enclosed Garden Bonfire leaflet for your information.

Yours sincerely,

*Tracy Cruickshank*

**Deputy Clerk to the Council**  
**deputyclerk@worth-pc.gov.uk**



## WORTH PARISH COUNCIL

### Allotment Tenancy Agreement

**AGREEMENT** made **BETWEEN** the **WORTH PARISH COUNCIL** acting by the Clerk herein called ("the Council"), and the tenant named herein ("the Tenant").

WHEREBY:

- (1) The Council agrees to let, and the tenant agrees to take on a yearly tenancy the allotment garden described in the First Schedule hereto on the terms and conditions specified in the Second Schedule here below.
- (2) It is agreed that the Tenancy shall terminate immediately if the rent is unpaid for twenty-eight days or more or if the Tenant is in breach of any of the conditions hereof.
- (3) It is further agreed that the tenant may give one month's notice in writing to terminate this agreement.

<b>Name of Tenant</b>		
<b>Address of Tenant</b>		
<b>Telephone Number</b>		
<b>Email Address</b>		
<b>Allotment Number</b>		
<b>Plot Size (m<sup>2</sup>)</b>		
<b>Annual Rent</b>		
An OAP Reduction of 50% is available for tenants over 65 years of age. Please tick the box if this applies and attach a copy of your driving license / passport.		<input type="checkbox"/>
<b>Payment</b>	Bank Transfer: <input type="checkbox"/>	
	Cheque: <input type="checkbox"/>	

	<b>Allotment Tenant</b>
PRINT NAME	
SIGN:	
DATE:	

<i>[Office Use Only]</i>	
<i>(To be signed by an Officer of the Council)</i>	
DATE:	

Worth Parish Council cares to ensure the security of personal data. We make sure that your information is protected from authorised access, loss manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and relevant policies. We will not share your data and only keep your data for the purpose it was collected for and only for as long as necessary, after which it will be deleted. (Please view our Privacy Notice & Retention Policy online at [worth-pc.gov.uk](http://worth-pc.gov.uk))

## **CRAWLEY DOWN ALLOTMENT CONDITIONS OF USE**

*These rules are made under current legislation and apply to all allotment plots when a tenancy agreement is signed. Failure to comply with any of the rules could result in the termination of your tenancy agreement.*

### **1. TENANCY**

- 1.1.** Anyone over the age of 18 and resident in the parish can apply for an allotment. The tenant must live in the Parish during the tenancy.
- 1.2.** The Council maintains a waiting list for allotments at Crawley Down. The list includes the name, address, telephone number and email address of the applicant and the date of application. The information will be held in line with the Parish Council's Data Protection Policy. The Council may decide to close the waiting list if it feels it has sufficient reason to do so.
- 1.3.** Available allotments are allocated to the person who has been on the waiting list the longest. In the event that the plot is declined, the plot will be offered to the next person on the list and so on.
- 1.4.** Residents may register an interest in a specific plot and will be given first refusal if and when the plot becomes vacant, when they are at the top of the waiting list.
- 1.5.** Existing 'a' or 'b' plotholders to be given first refusal on adjacent 'a' or 'b' plot.
- 1.6.** No more than one plot per household, with the exception of existing multi-plot holders.
- 1.7.** Existing multi-plot holders may retain their plots, until they give up their tenancy but may not rent additional plots during this period.
- 1.8.** The tenancy agreement must be signed prior to the allotment being released by the Council.
- 1.9.** The tenant is required to immediately notify Worth Parish Council of any change of address and it is the tenant's responsibility to ensure that any information held is up to date.

### **2. RENT**

- 2.1.** Rent must be paid yearly in advance on or by the 1st October each year.
- 2.2.** The tenancy agreement must be signed and returned on or by 1st October each year.
- 2.3.** If allotment rental fees and signed agreement have not been received by 1st November, the allotment renewal shall be terminated, and the allotment will be marked as vacant.
- 2.4.** The rent year runs from 1st October to 30th September. Tenants taking up an allotment within the rent year will normally be invoiced pro-rata for the remainder of the year at the full annual rate.
- 2.5.** Concession of half price given to Residents over 65 years with proof thereof.
- 2.6.** The tenancy of an allotment is personal to the tenant named in the tenancy agreement.
- 2.7.** The tenant may not assign, sub-let, or part with possession or control of all or any part of their allotment.
- 2.8.** A tenant may voluntarily relinquish their allotment garden at any time or have their tenancy terminated for breach of the tenancy agreement before year-end, but no rent rebate will be payable.
- 2.9.** The departing tenant shall remove all stored materials from their plot before end of the tenancy. The council will dispose of any such material not removed by the tenant and the full cost may be charged to the outgoing tenant.
- 2.10.** Allotment rent is reviewed annually by the Council for the forthcoming financial year. Failure to give notice to any individual tenant will not invalidate the tenant's rent increase.

### **3. TERMINATION**

- 3.1.** The tenancy of the allotment may be terminated by the Council by serving on the tenant not less than twelve months' written notice to quit expiring at any time between 1st March to 5th October inclusive.
- 3.2.** The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - 3.2.1.** The tenant is in breach of any of these rules or of their tenancy agreement
  - 3.2.2.** The tenant moves out of the parish.
  - 3.2.3.** Automatically after two months on the death of the named tenant. Contact must be made with the Authorised Officer as soon as possible. The tenancy may be passed to a close family member if they can evidence having worked on the allotment, at the discretion of the Clerk.
- 3.3.** On the termination of the tenancy, the tenant shall remove any shed, greenhouse, or other building or structure erected on the allotment unless the Council agrees otherwise and confirms the agreement in writing.

### **4. CULTIVATION AND USE**

#### **4.1. Personal use**

- 4.1.1.** Tenants must use their allotments for their own personal use and must not carry out any business or sell produce from it. Tenants may not use their allotment as a place of residence. Tenants must not sleep on their allotment overnight.
- 4.1.2.** The allotment is rented to the tenant for the purpose of the cultivation of fruit, vegetables and flowers for use and consumption by themselves and their family

#### **4.2. Children**

Children must be accompanied by an adult.

#### **4.3. Permitted Use**

The allotment is rented to the tenant for the purpose of the cultivation of fruit, vegetables and flowers for use and consumption by themselves and their family.

#### **4.4. Storage of materials within the plot**

Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

#### **4.5. Cultivation**

- 4.5.1.** Allotments must be kept tidy and maintained in a good state of cultivation and fertility throughout the year, with 75% of the plot cultivated.
- 4.5.2.** Tenants must not, without the consent of the Clerk, cut or prune trees outside of their own allotment. Tenants must not plant any trees which will exceed a height of 2 metres. Tenants must not allow self-seeded trees to grow on their allotment.
- 4.5.3.** Foliage should not encroach onto neighbouring allotments.
- 4.5.4.** The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

#### **4.6. Weed Control**

It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. If on inspection by the Parish Council or as the result of complaints, a plot with weeds is identified, the tenant will be notified. A further inspection will be carried out no later than 6 weeks later and if there are no improvements in cultivation a notice of termination will be sent.

## **5. STRUCTURES**

- 5.1.** Tenants wishing to erect a shed or greenhouse on an allotment must have the permission of the Clerk in writing and it is incumbent on the tenant to ascertain if planning permission is required from the Local Authority and obtain it if necessary.
- 5.2.** Sheds and greenhouses must be anchored down, be temporary structures, no larger than 6' x 6' x 6' (1.83m x 1.83m x 1.83m) and be removed at the end of the tenancy. Sheds and greenhouses must be positioned so as not to shade a neighbour's plot.
- 5.3.** Concrete bases must not be used.
- 5.4.** The Council is not responsible for any items left in sheds or greenhouses.
- 5.5.** Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures
- 5.6.** Tenants wishing to erect a polytunnel must have the permission of the Clerk in writing and it is incumbent on the tenant to ascertain if planning permission is required from the Local Authority. Polytunnels must be temporary structures and of a height that does not cause nuisance to neighbouring plots. There should only be one polytunnel per plot and they must be removed at the end of a tenancy.
- 5.7.** Any structure erected as above shall be maintained in safe order with a neat external appearance and condition. If the Council is not satisfied with the state of the structure, the tenant must either repair it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not so removed, the Council may remove it and charge the tenant for the full cost of removal and disposal.
- 5.8.** Any structure erected as above shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 5.9.** Individual plots must not be fenced.

## **6. DOGS, ANIMALS AND BEES**

- 6.1.** Dogs must not be brought onto allotments or any part of the site.
- 6.2.** Animals and livestock must not be kept on allotments.
- 6.3.** If a tenant wishes to keep bees on their allotment, permission must be obtained in writing from the Council.

## **7. UNAUTHORISED PERSONS**

- 7.1.** Only the tenant or a person accompanied by the tenant is allowed on this site.

## **8. WATER, BONFIRES AND OTHER RESTRICTIONS**

### **8.1. Water**

Watering facilities are available for use by tenants. The water supply will be turned off in winter to prevent frost damage.

- 8.1.1.** The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

- 8.1.2.** Hosepipes must not be connected to the Council's water troughs.

### **8.2. Bonfires**

Tenants must ensure that any bonfires are lit at the end of the day after, 4.00 pm and must stay with the bonfire until it has finished burning.

Bonfires are not permitted during hot weather.

### **8.3. Rubbish and Recycling**

Rubbish from external sources may not be deposited on the allotments or any other part of the site.

**8.3.1.** Tenants are encouraged to recycle material by composting non-diseased vegetative matter for use on the allotment. Tenants must not deposit matter into the hedgerows or perimeter areas of the allotments.

**8.3.2.** Diseased plants and perennial weeds should be removed from the site by the tenant, for disposal elsewhere.

### **8.4. Removal of soil and similar materials**

Tenants may not remove any material, sand, gravel, earth, or clay from any allotment without written permission from the Clerk.

### **8.5. Nuisance**

Tenants must not cause or permit to be caused any nuisance or annoyance to other tenants or residents of properties adjoining the site.

**8.5.1.** Worth Parish Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment, bullying or intimidating behaviour. This extends to the conduct of allotment tenants.

**8.6.** No vehicular thoroughfare unless delivering manure or materials for shed or greenhouse. Do NOT access the allotments during inclement weather or after rain as, this damages the access paths. Enter only through the top gate and exit through the middle gate. Extended parking on site is not permitted.

### **8.7. Duty of Care (including chemicals, fuel and other hazardous materials)**

Tenants, even when not on site, have a duty of care to everyone including visitors, trespassers and themselves. Particular care should be taken when using strimmers, rotovators and other mechanical or powered equipment.

**8.7.1.** Care should be taken to avoid creating hazards by the construction of features on the allotment. Ponds are not allowed for safety reasons.

**8.7.2.** Chemicals, fuels and hazardous materials must be stored in a locked container. Should herbicides and pesticides be used all safety instructions should be followed. Alternatives should be considered whenever possible.

**8.7.3.** The Tenant shall not utilise carpets, underlay or tyres on the Allotment Garden to be used for any purpose.

**8.7.4.** Tenants may not bring, use, or allow the use of barbed or razor wire on the allotment.

### **8.8. Illegal or immoral activity**

The allotments and the site may not be used for illegal or anti-social purposes.

## **9. SECURITY**

**9.1.** The Tenant shall be issued with a code to access the Allotment Site either by car or on foot

**9.2.** The code is to be used by the Tenant only.

**9.3.** The access gates shall be closed and locked at all times. Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

## **10. OBSERVANCE OF RULES**

**10.1.** Tenants must observe and comply with current rules, regulations, and policies and those which the council may make at any time in the future (e.g. statutory law changes or local restrictions – such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices, new tenancy agreements etc.

**10.2.** Tenants must comply with any reasonable or legitimate directions given by an Officer of the Council, in relation to an allotment.

## **11. COMMUNICATION**

**11.1.** Any written notice required by the tenancy shall be sufficiently served if sent by email, post or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

**11.2.** An officer 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 at a mutually agreed, mutually convenient time. Inspections will take place twice a year.

## **12. THE COUNCIL'S RESPONSIBILITIES**

### **12.1. Overheads**

The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged on the allotments.

### **12.2. Administration**

To keep waiting lists, to let plots, to collect rent, to deal with terminations and to enforce the rules of the site.

### **12.3. Repairs and maintenance**

The Council will undertake repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways; vacant plot management; and hedge and tree management. All of which is subject to budget.

### **12.4. Liability**

The Council is not liable for loss by accident, fire, theft, or damage of any structures (including sheds), tools, plants, or contents on any allotment. Tenants are advised not to store any items of value on the allotment and to insure and mark any items kept at the allotment. Tenants are advised to report any incidents of theft and vandalism to an authorised officer and the police.

### **12.5. Plot Clearance**

The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Council will only carry out this action once the tenant has been informed and a notice of termination sent to them. The tenant will be charged the full cost on each occasion that this occurs.