KENDAL TOWN COUNCIL

Allotment Tenancy Agreement

**1.** This Agreement is in respect of allotment garden plot number, (the allotment) and is made between Kendal Town Council (hereinafter called the Council) and (hereinafter called the Tenant).

**2.** The Council agrees to let and the Tenant agrees to take the Allotment on a yearly tenancy from January to December.

**3.** The rent will be subject to an annual review by the Council.

**4. The Tenant agrees with the Council as follows:**

4.1 To pay the annual rent, in advance, in January each year. If after 40 days, non payment of rent will result in immediate termination of the tenancy.

4.2 The Tenant will sign the tenancy agreement and pay a deposit equivalent to 1 year’s rent at the time of taking the allotment (not applied retrospectively). The deposit will be held in a holding account with no interest accrued. The deposit will be paid back when the tenancy ends, subject to the allotment being left in a good condition. If the allotment is not left in good order the deposit will be retained and used towards the cost of clearing it for the next Tenant. The Tenant will also be liable for any additional costs incurred by the Council. (see 4.21).

4.3 The Tenant will have a 3 month trial period from the date of signing the tenancy agreement to determine if they can commit the time and upkeep required to work an allotment and to prepare the allotment for cultivation. Due to administration costs, the rent will not be refunded. The deposit will be returned to the tenant subject to conditions set in clause 4.2.

4.4 The Tenant must keep pathways between plots and the perimeter border of their allotment in good condition and must not obstruct such paths.

4.5 The Tenant must keep the allotment in a proper state of cultivation and maintenance, (without the use of carpets as a weed suppressant), and keep the allotment in good condition throughout the period of the tenancy.

4.6 No trees, bushes or shrubs other than those producing fruit are to be grown on the allotment plot. Small fruit trees, bushes and shrubs should be properly cut and trimmed and should not grow any higher than 2.5 metres. Invasive plants such as willow are not permitted on allotments at any time.

4.7 The Tenant must not deposit or allow others to deposit any refuse on the allotment or adjacent paths. No building or DIY supplies are to be kept on any part of the allotment site. If any non garden items have to be removed by the Council, the Tenant will be liable for the cost of removal.

4.8 The Tenant must not practise unattended watering using sprinklers or any form of irrigation system connected to a site tap. Hoses must not be connected to site taps at the inconvenience of other tenants.

4.9 The Tenant is only permitted to burn non-compostable garden waste from their allotment. Bonfires must be kept to a minimum and not cause a nuisance to other plot holders, neighbouring residents or neighbouring businesses.

4.10 The Tenant is not to use the allotment for any trade or business purpose but solely for the cultivation of fruit, vegetables and flowers for the Tenant’s domestic use. The Tenant must not assign part or sublet any part of the allotment.

4.11 The Tenant must ensure that boundary fences they erect are not hazardous either in construction or in the type of materials used and not to use any species of tree, shrub or bush for the purpose of delineating the boundary.

4.12 Prior written consent by the Council must be given to keep livestock or poultry upon the allotment. Cockerels are not permitted at any time.

4.13 The Tenants must keep any dogs brought to the allotment on a lead and under control at all times and to remove any fouling on the allotment, other allotments and pathways.

4.14 The Tenant must supervise any children under the age of 18 and not allow them to wander onto any adjoining allotment or cause nuisance or damage.

4.15 The Tenant must not erect any buildings or other structures, (including a shed or a greenhouse) without the prior written consent of the Council. If consent is given, a deposit of £20 per structure will be paid by the Tenant and held until the tenancy ends subject to conditions stated in clause 4.16. (not applied retrospectively).

4.16 Any such building or structure must only be used to store tools or goods directly associated with cultivating or maintaining the allotment. All buildings or other structures must be kept in good condition and must be removed by the Tenant if the Council deems it necessary (for example on grounds of safety) and on terminating the tenancy.

4.17 Vehicle access to allotment sites is very limited. Tenants are not permitted to park vehicles on allotment plots.

4.18 The Tenant should notify the Council office of any pest control issues such as rats and rabbit infestations. Costs incurred in controlling any repeatpest infestations that occur due to Tenant(s) not following the advice given by the Pest Control Officer and in the Newsletter on proper livestock management and/or not keeping their plots tidy and free from rubbish, will be charged to the Tenant(s).

4.19 The Tenant should notify the Council office of any change of address as soon as possible.

4.20 The Tenant should notify the Council office of any factors causing inability to work the allotment plot to the standards expected, for example illness, family bereavement, long term holiday.

4.21 The Tenant on surrendering a plot must ensure that it is clean and tidy. All items must be removed including personal belongings, crops, livestock and structures including sheds/greenhouses, if not taken on by the new tenant. The Tenant will be liable for any cost incurred by the Council to clear a plot.

**5.** **The Council agrees with the Tenant as follows:**

5.1 To pay rates, taxes and dues that may at any time be levied or charged upon the allotment.

5.2 To maintain any external boundaries to the allotment for which the Council is responsible.

5.3 To provide and maintain a water supply.

**6. Determination of the Tenancy**

6.1 The Tenant may relinquish the tenancy at any time by giving prior written notice to the Town Council.

6.2 The Tenant must relinquish their plot on moving outside the Kendal Town boundary.

6.3 Annual rent is non refundable should the Tenant decide to give notice to quit part way through the year.

**7. Termination of the Agreement**

7.1 The period of notice to be given to the Tenant on termination of this agreement shall be not less than six months except when the termination relates to a breach of this agreement in which case the notice period will be not less than one month.

7.2 Periodic plot inspections will be carried out by the council to ensure that all terms and conditions are adhered to. Any Tenant found to be in breach of these conditions will be notified in writing and given 28 days to bring their plot back to acceptable standards. If the Tenant is subsequently found to still be in breach of the conditions, a Notice of Termination will be issued. The Council will, before issuing a warning, take account of any extenuating circumstances.

7.3 Any notice to be given to the Tenant will be in writing and sent to the Tenant’s last known home address. Any correspondence to be sent to the Council relating to this agreement should be addressed to the Town Clerk.

 Signed ......................................................Town Clerk for Kendal Town Council

 .......................................................Tenant

Deposit Paid (Clause 4.2) £ Date ...................................