



FELIXSTOWE TOWN COUNCIL

Allotment Tenancy Agreement

THIS AGREEMENT made on the [xxth] day of [Month] [Year] between **FELIXSTOWE TOWN COUNCIL** Town Hall, Felixstowe IP11 2AG ('the Council') and [Tenants name] of [Tenants address IP11] ('the Tenant') by which it is agreed that:

- 1) The Council shall let to the Tenant the Allotment Garden situated at [allotment site], Felixstowe and referenced as **Plot [plot no.] [site]** in the Council's Allotment Register ('the Allotment Garden')
- 2) The Council shall let the Allotment Garden to the Tenant from the date of this agreement to 1st October next and thereafter on a yearly basis unless determined in accordance with the terms of this Tenancy Agreement.
- 3) Subsequent to any initial fees due on commencement of the tenancy, the Tenant shall pay a yearly rent in advance on 1st October, which shall be payable in full within 40 days of notification. Rents are reviewed by the Council annually and the Tenant will be given 12 months' notice of any increase.
- 4) It is the Tenants responsibility to inform the Council of any change to contact details.
- 5) The essence of this Agreement is to allow the quiet enjoyment of the Allotment Garden without any encroachment or disturbance to paths, tracks and neighbours. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by the Tenant and the Tenant's family.
- 6) The Tenant shall not sell produce from, or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
- 7) During the Tenancy, the Tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not to keep livestock or poultry in the Allotment garden, except for a reasonable number of rabbits and/or hens (not cockerels) for the tenants own domestic consumption, subject to first obtaining written permission from the Council.
 - d) ensure that any dogs brought to the site be kept under close control on a lead, tethered or in a secure cage at all times. They must not be allowed to enter other tenant's plots and any fouling must be removed from the site.
 - e) except for a shed and/or greenhouse, each no larger than 50 sq ft, the tenant shall not erect any building or other permanent structure on the Allotment Garden without first obtaining the written consent of the Council and any necessary planning permission;

- f) not allow the area of the Allotment Garden used for sheds, parking, internal paths and grassed or otherwise uncultivated areas to exceed 25% of the Allotment Garden area;
 - g) not assign the Tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - h) maintain and keep in good repair any fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges and paths forming any part of the boundary of the Tenant's Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission; small, well pruned soft fruit bushes shall be exempt;
 - k) other than fruit trees on the tenant's own plot, the tenant shall not cut, lop or fell any tree growing on the allotment site without first obtaining the council's written consent and if appropriate, planning permission (Tree Preservation Order); reasonable pruning of fruit trees will not require consent;
 - l) be fully responsible for the actions and safety of any individual that they invite on to the allotment site; Tenants should consider the need for insurance to cover their liabilities for accidents and damage.
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another Tenant;
 - o) not bring, nor permit to be kept, on site any hazardous material, such as asbestos, controlled substances or chemicals, and inform the Council immediately if such materials are suspected to be on site;
 - p) take care at all times when driving vehicles on site and not drive vehicles on paths or tracks when conditions are wet or muddy so as to prevent damage to common areas.
 - q) not use the water supply for any purpose other than watering crops and livestock.
- 8) The Tenant shall undertake to observe any additional regulations set out by the Council for the management of the Allotment Gardens and which are published on the Town Council website at www.felixstowe.gov.uk/council-services/allotments. Tenants will be notified of any updates to such regulations and a paper copy will be made available on request.
- 9) The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 10) The Tenancy may be terminated by the Council serving on the Tenant not less than 12 months' notice to quit expiring on or before 6 April or on or after 29 September in any year.
- 11) The Tenancy may be terminated by the Council at shorter notice by service of seven day's written notice on the Tenant if:
- a) the rent is in arrears for 40 days or more or;

- b) three months after the commencement of the Tenancy, if the Tenant is found to be in breach of the rules referred to in clause 7 or the regulations referred to in clause 8.
- 12) If the tenant is in breach of the tenancy agreement, the council may terminate the tenancy. Termination will not prevent the council from seeking any damages or unpaid rent or in pursuing any outstanding issues.
- 13) The termination of the tenancy by the Council, either following clause 10 or by re-entry, will not affect the tenant's compensatory rights.
- 14) The tenancy may be terminated at any time, by the tenant, by serving on the council at least one month's written notice. The Tenant will not have the right of refund of any remaining portion of that year's rent. The plot must be returned in a cultivated and well-maintained state. If clearance work is required by the Council the cost will be passed onto the Tenant. This includes, but is not limited to, expenses associated with clearance activities, such as labour, and skip hire, depending on the level of clearance deemed necessary by the Council.
- 15) Any written notice required by the Tenancy shall be sufficiently served if sent by registered post, or hand-delivered, to the Tenant's registered address. Any notice to be served by the Tenant shall be addressed to the Council's Allotments and Cemeteries Administrator.
- 16) In the event of injury, sudden illness, theft, vandalism or break-in, there may be a need to make urgent contact with you or your family out of usual hours. The Council would therefore like to pass on your contact details to those most likely to need them.

[I/We] agree to our contact details being given to:

Suffolk Constabulary
Felixstowe Allotment Association

Please delete as appropriate:

Yes/No

Yes/No