

# TENANT COPY

## BIGGLESWADE TOWN COUNCIL

The Old Court House, 4 Saffron Road, Biggleswade, SG18 8DL

Tel: 01767 313134



### TERMS AND CONDITIONS FOR TENANCY OF ALLOTMENT AT KENNEL FARM ROAD, BIGGLESWADE

#### 1. Interpretation of Terms and Conditions

Throughout these terms and conditions the expression “the Council” shall mean Biggleswade Town Council and includes any Committee or Officers of the Council or any Allotment Managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972.

#### 2. Eligibility of Tenants of Allotment

Allotments may be let at the discretion of the Council to any suitable applicant residing within the Town Council boundary of Biggleswade.

#### 3. Rent

The Tenant shall pay a yearly rent on the first day of September in each year. The initial payment will be determined by the Council when the allotment is first taken over. The yearly rent may be reviewed annually by the Council and the Tenant will be notified accordingly.

Failure to pay within the time limits may result in termination or refusal to renew the allotment lease. Any change in tenant circumstances, including change of address or contact details must be communicated immediately to the Council.

From April 2017 a refundable deposit of £50 is required for all new tenants. This will also be applicable to current tenants who wish to acquire an additional plot as from September 2018.

#### 4. Terms and Conditions

By accepting and continuing to use an allotment the Tenant agrees to comply with the following Terms and Conditions:

- a) to pay the rent in advance hereby reserved on the first day of September in every year during the continuance of the tenancy without any deductions whatsoever.
- b) to pay a refundable deposit of £50. The deposit will be refunded only if the allotment is handed back to the standard required by BTC.
- c) to use the allotment as an allotment for leisure purposes and for no other purpose.
- d) to keep the allotment clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or roadway included therein or abutting thereon reasonably free from weeds.

N.B. The Council is entitled to compensation from the Tenant for any deterioration in the land arising from the Tenant(s) failure to keep it clean and in a good state of fertility.

- e) not to cause or permit any nuisance or annoyance to the occupier of any other allotment or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment within the said allotment site.
- f) not to under-let assign or part with the possession of the allotment or of any part thereof without the prior consent of the Council in writing.
- g) not to erect any building upon the allotment having a floor area of more than four feet square and to ensure that any such smaller building shall be sited at the end of the allotment nearest to the communal roadway.
- h) not to use a hose-pipe, sprinkler or other long-term watering device on the allotment.
- i) Not to use any covering other than genuine weed suppressant materials on site to cover unused ground.
- j) not to run any vehicle on the internal roadways when the ground is soft causing rutting.
- k) not to dump any allotment waste on any perimeter area or adjoining land or on any unutilised allotment or in any adjacent waterway.
- l) to ensure that any dog brought onto the allotment site is securely held at all times on a leash and that any dog foul is removed.
- m) to notify forthwith the Council of any change of address or contact details of the Tenant.
- n) to yield up the allotment at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
- o) to permit any Officer or other agent or representative of the Council to enter on the allotment and inspect the condition thereof and of any building erected or being erected thereon.
- p) to be liable for any damage caused to neighbouring tenants, (or adjoining landowners).
- q) not to plant any tree or bush or any crop requiring more than twelve months to mature.
- r) not to use any barbed or razor wire for any fence adjoining any path set out by the Council for the use of the occupiers of the allotment.
- s) not to keep any livestock or animals of any kind on the allotment.
- t) when using any sprays or fertilisers take on all reasonable care to ensure the adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur.
- u) to observe and perform any other special conditions which the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant in accordance with Clause 6 of this Agreement.

- v) not to hold the Council liable for loss or damage due to incidents beyond its reasonable control including but not limited to theft, vandalism, fire, flood or drought.
- w) not to grow any plants which are scheduled as illegal substances anywhere on the allotment site.
- x) Compostable waste only may be left on designated areas determined by the council (currently the treeline at the top of the site over the bridge and at the end of the roadway).

**5. End of Tenancy**

The tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners:

- a) by either party giving to the other three months' notice in writing.
- b) by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
- c) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- d) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
- e) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained.
- f) By decision of the Town Clerk if it is found that an allotment tenant has harassed, intimidated or verbally or physically abused any person or Town Council representative, whether by telephone, email or in person. An incident of antisocial behaviour may result in the termination (with one month's written notice) or non-renewal of the tenancy of the perpetrator at the discretion of the Town Clerk.

**6. Notices**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Designated Officer for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant, and sent by prepaid post to the Clerk of the Council for the time being.

**SIGNED:** .....

**PRINT:** .....

**DATE:** .....