

Schedule of Tenant's Agreements and Conditions

1. Tenant's agreements

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below:

1.1 Rent

The Tenant must pay the Rent in advance and without deduction, except as allowed by statute, on the 1st April in each year.

1.2 Use

1.2.1 The Tenant must use the Allotment as an allotment garden only for the production of fruit, vegetables and flowers for domestic consumption by himself and his family and for no other purpose. The Allotment must not be used for storage of vehicles goods or crops not produced on the Allotment.

1.3 Cultivation

The Tenant must keep the Allotment clean, free from weeds and maintain it in a good state of cultivation and fertility and good condition, and must keep any pathway included in or abutting on the Allotment (or, in the case of any pathway abutting on the Allotment and any other allotment garden or allotment gardens, the half-width of it) reasonably free from weeds.

1.4 Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or obstruct or deposit refuse or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

1.5 Legal obligations

The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local parochial or other bylaws, orders or regulations affecting the Allotment.

1.6 Alienation

The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Council.

1.7 Waste

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

1.8 Boundary Structures

The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any fences and any gates on the allotment, and use his best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part or in adjoining land any notice board which has been or may at any time during the tenancy be erected by the Council on the Allotment or the allotment field.

1.9 Building and fences

The tenant must not erect any building or fence on the Allotment without the written consent of the Council. Any building or fence erected without the Council's consent may be removed by the Council without paying any compensation and the costs of removal may be recovered by the Council from the Tenant as rent in arrears.

1.10 Barbed/Razor wire

The Tenant must 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 gardens.

1.11 **Long-term crops**

The Tenant must not plant any trees or fruit bushes, or any crops requiring more than 12 months to mature, without the written consent of the Council.

1.12 **Refuse**

The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field of which the allotment forms part or in adjoining land.

1.13 **Dogs**

The Tenant must not bring any dog, or cause one to be brought into the allotment field of which the Allotment forms part unless the dog is held on a leash.

1.14 **Livestock**

The Tenant must not keep any animals or livestock of any kind on the Allotment.

1.15 **Sprays**

When using any sprays or fertilizers, the Tenant must:

1.15.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and

1.15.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

1.15.3 comply at all times with government regulations

1.16 **Advertisements**

The Tenant must not erect any notice or advertisement on the Allotment.

1.17 **Admittance**

The Tenant agrees that the Council has the right to refuse admittance to the Allotment any person, other than the Tenant or a member of his family, unless accompanied by the Tenant or a member of his family.

1.18 **Disputes**

The Tenant agrees that any dispute between himself and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.

1.19 **Change of address**

The Tenant must normally reside in the Parish of Wymondham during this tenancy and agrees to inform the Council immediately of any change of his address.

1.20 **Yielding up**

The Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement. The Council shall be entitled to recover from the Tenant compensation for any deterioration in the Allotment caused by the Tenant's failure to maintain it as required by this agreement.

1.21 **Inspection**

The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment and anything on it at any time when so directed by the Council. If the Tenant is in breach of any provision of this Agreement the Council may remedy that breach and the costs of doing so may be recovered by the Council from the Tenant as rent in arrear.

1.22 **Special conditions**

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 3 below.

1.23 **Lease terms**

The Tenant must observe and perform all conditions and covenants that apply to the Allotment contained in the lease under which the Council holds the land.

2. **Determination of the tenancy**

2.1 **Determination on death**

This tenancy shall determine on the rent day next after the death of the Tenant.

2.2 **Determination on termination of the Council's interest**

This tenancy shall determine on the day on which the lease of the Council determines.

2.3 **Determination by notice**

This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 11th April or on or after 10th October in any year.

2.4 **Determination where allotment appropriated**

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the Allotment being required:

2.4.1 for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or

2.4.2 for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

2.5 **Determination by re-entry on default**

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

2.5.1 if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;

2.5.2 if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or

2.5.3 if the Tenant becomes bankrupt or compounds with his creditors.

3. **Notices**

3.1.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by its Clerk and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

3.2 Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk to the Council.

4.0 **Bonfires**

All efforts should be made to dispose of allotment waste in an environmental way such as composting. If a bonfire is the only practicable option of disposal the following guidelines should be followed.

- 4.1 Only burn dry material
- 4.2 Never burn household rubbish, rubber tyres, or anything containing plastic ,foam or paint
- 4.3 Never use old engine oil, meths or petrol to light the fire or encourage it
- 4.4 Avoid lighting a fire in unsuitable weather conditions – smoke hangs in the air on damp, still days and in the evening
- 4.5 Be considerate to neighbours – if it is windy, smoke may be blown into neighbours plots and across roads
- 4.6 Avoid burning when air pollution is high, check the weather forecast.

Wymondham Town Council

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