



ALLOTMENT TENANCY AGREEMENT

1. Assignment of Allotments

- 1.1 The tenancy of an Allotment is personal to the Tenant named in the agreement. The rental year runs from 1st January to 31st December each year.
- 1.2 Tenants taking up an Allotment, shall deposit with the Council the sum of £50.00 to cover the cost of clearance works if needed on the termination of the tenancy.
- 1.3 The Tenant may not assign, sublet or part with possession or control of all or any part of their Allotment. Proof of the tenant's name and address must be shown as part of the application process. A telephone number or email address must be provided - no tenancy will be assigned without these details.
- 1.4 Within the first three months the Tenant is within a probationary period. If the Tenant chooses to return the Allotment to the Council during this period, the Tenant will have 75% of the rental returned minus a £10.00 administration fee.
- 1.5 If the Tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated, the plot deposit retained and the plot returned to the Council for re-letting.
- 1.6 The Tenant shall permit the inspection of the Allotment and any structure placed thereon at all reasonable times by any officer of the Council. Sheds and greenhouses must be made available for inspection upon request of the Council.
- 1.7 Tenants taking up an Allotment within the rent year will pay a proportion of the rent based on 1/12th of the annual rent for each full month remaining. A Tenant may voluntarily relinquish the Allotment before any year-end, but no rebate will be payable.
- 1.8 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.
- 1.9 If the Tenant shall have been in breach of any of the provisions of this Agreement the Council may re-enter upon the Allotment and the tenancy shall therefore come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent due before the time of such re-entry but remain unpaid.
- 1.10 This agreement is subject to the Council's Allotment Rules (and any changes to them) made under Section 28 of the Small Holdings and Allotments Act 1900 (as amended) the Local Government Planning and Land Act 1980 and any other relevant legislation.

The Tenant shall during the tenancy carry out the following obligations:

2. Cultivation and Weed Control

- 2.1 The Allotment shall be kept in a clean, decent and good condition. This shall include the provision of a path to any boundary which must be kept clear of obstruction and crops.
- The Tenant shall not remove, obstruct, or permit the obstruction of any paths on the Allotment.
- 2.2 Allotments must be maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated and a notice of termination will be issued.
- 2.3 The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from weeds. It is the Tenant's particular responsibility to keep the plot free of flowering weeds that cause a nuisance to adjoining Tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the Tenant will be sent a tidy up letter. A further inspection will be carried out 4 weeks after the date on the letter.
- 2.4 Tenants should take caution when using pesticides so as to not contaminate or cause nuisance to neighbouring plots. Any chemicals used/stored should be of a domestic type and quantity only.

3. Trees and Invasive Plants

- 3.1 The Tenant shall not without first obtaining written consent of the Council, cut, top or fell any tree growing on the Allotment.
- 3.2 No tree other than a traditional dwarf stock fruit bearing tree shall be permitted on the Allotment without the permission of the Parish Council. No fruit trees or bushes should be planted so that they encroach on paths – all trees should be planted at least 1.5 metres inside the boundary of the plot. Traditional fruit bearing trees must not exceed 2.5 metres in height and 2 metres in spread. Should the Parish Council deem it necessary to reduce the trees to within these restrictions, the plotholder shall be liable for the costs.
- 3.3 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. No tree should require more than twelve months to mature without prior

consent in writing from the Parish Council.

3.4 Invasive plants such as Bamboo, all types of willow and fast-growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the Tenant, then the tenancy will be terminated, and plants removed at cost to the Tenant.

3.5 Tenants must take steps to prevent the spread of harmful weeds.

The following weeds may be a danger to animals, or cause problems for crop production if left to spread unchecked:

- common ragwort
- spear thistle
- creeping or field thistle
- broad-leaved dock
- curled dock

If Tenants have or think they may have any of the above on their plot, then they must report the matter to the Parish Council immediately.

4. Ponds

4.1 No pond is to be constructed on any Rustington Parish Council allotment site.

4.2 The use of sunken baths for water storage is not permitted on safety grounds. Baths being brought onto the Allotment space by an existing Tenant will be seen as unwanted waste and will result in a Tenant being issued a termination notice.

5. Plot Use and Storage

5.1 Tenants must use their Allotment and any structures on it for their own domestic consumption and must not carry out any business or sell produce with the exception of local Farmers Markets and any other events agreed following application to the Clerk of the Council.

5.2 Only materials for use on the plot may be stored there, such as beanpoles, cloches (not glass), pots and netting for seasonal use. No panes of glass to be stored.

5.3 Construction materials, paving and timber for infrastructure work must be used within 3 months.

5.4 Quantities in excess of the above will be regarded as unacceptable and the Tenant ordered to remove them. Failure to do so will result in the materials being removed by the Council, the Tenant charged with the cost and a termination notice being

given.

- 5.5 Tenants must maintain a minimum clear access area of approximately 1 metre in width from the boundary at the rear of their allotment plot.

6. Nuisance, Bonfires, Water and Other Restrictions

- 6.1 No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the Allotments provided by the Council or neighbouring properties.
- 6.2 Bonfires and incinerators are NOT permitted on any Rustington Parish Council allotment site. Green waste should either be composted or taken to the local Household Waste Recycling Site.
- 6.3 The burning or storing of materials – such as plastics, tyres, carpet, cardboard, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution. Tenants must use the local Household Waste Recycling Site for disposal of all such items.
- 6.4 All potentially toxic materials should be removed from the Allotment site and disposed of in the relevant Household Waste Recycling Site. Failure to remove said materials will lead to termination and recovery of removal costs.
- 6.5 Water supply is subject to seasonal restrictions. Water provided at the allotment sites is to only be used for the growing of crops and should not be used for any other reason e.g. washing of vehicles. Tenants found to be using water for reasons other than growing of their crops will have their tenancy terminated immediately.
- Water troughs must not be used for the washing of produce or horticultural tools and equipment. Buckets of water should be used for this purpose.
- Hose pipes or water extraction pumps should not be attached to a water trough at any time.
- 6.6 No carpets or similar materials shall be placed on plots other than commercially produced products specifically for the purpose of suppressing weeds.

7. Waste Materials and Pollutants

- 7.1 The Tenant should not deposit or allow others to deposit, on the said Allotment, any earth, refuse or other materials except only manure in quantities such as may reasonably be required for immediate use in cultivation of the individual plot. Garden waste may only be left on the site if it originates from that plot or is appropriate for and being used for compost and is in reasonable quantities. Abuse will result in

immediate tenancy termination and prosecution. Tenants are encouraged to empty compost containers/piles every 12 months to prevent vermin.

- 7.2 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate tenancy termination and referral for prosecution.
- 7.3 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials, such as shelving, as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a Tidy Up letter and possible Tenancy termination.
- 7.4 All non-diseased vegetative matter shall be composted and used on the Tenant's Allotment. Diseased plants and perennial weeds should be disposed of at the local Household Waste Recycling Site.
- 7.5 The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.
- 7.6 In the event that a Tenant is issued a tenancy termination for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the Tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the Tenant.
- 7.7 If Tenants witness someone illegally fly tipping rubbish onto Allotment land they should **immediately contact the police**.

8. Structures and Fences

The following relates to each individual plot held by a tenant:

- 8.1 Sheds, paved areas, the storing of building materials, garden furniture, water butts and compost bins shall be included within the 25% area permitted for non-cultivation. Tenants must take care not to exceed this and if they do so will be asked to remove items. If the Tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the Tenant.
- 8.2 Poly tunnels, greenhouses (no glass) and fruit cages will be included within the required 75% cultivated area provided that they are kept in good order and being used for the growing of crops.

- 8.3 The Tenant shall not erect any building or other structure (including raised beds) on the Allotment nor fence the garden without first obtaining the written consent of the Council and the Council reserve the right to specify the type and size of buildings to be erected. Tenants may not bring or use barbed/razor wire on the Allotment. Any security devices other than a padlock and a hasp & clasp are prohibited unless written permission has been granted by the Parish Council.
- 8.4 Any structure on the Allotment must be temporary and maintained in safe order with a tidy external appearance and in good 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 removed, the Council may remove it and charge the Tenant the full cost of removal and disposal.
- 8.5 All structures must be kept within the boundary of the Allotment.
- 8.6 Solid fences are not permitted between plots.
- 8.7 Plot holders are prohibited from attaching, leaning or hanging any materials to or against a boundary fence.
- 8.8 Plot holders are required to permit any officer or other agent or representative of the Parish Council to enter onto allotment plots and inspect the condition thereof and of any building erected or being erected thereon.

9. Paths and Haulage Ways

- 9.1 Shared paths between two Allotments must be kept clear of obstructions at all times.
- 9.2 All paths should be wide enough for easy pedestrian access to neighbouring Tenants' plots. The Tenant shall not remove, obstruct, or permit the obstruction of any paths on the Allotment.
- 9.3 Haulage ways must not be obstructed or parked on by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from Allotment sites and the tenancy will be put at risk.

10. Dogs and Animals

- 10.1 No dog shall be brought into or kept in the area of the Allotments by the Tenant or one acting with his authority or approval unless properly leashed. Any litter arising from this should be cleaned up and removed from the site. Dogs must be kept on a

lead at all times.

- 10.2 Tenants with persistently barking dogs or dogs that harass Allotment Tenants will be put on notice of termination of their tenancy and shall have their dogs barred from Allotment sites.
- 10.3 No animals or livestock may be kept overnight on Allotment land.
- 10.4 Feeding of foxes or feral animals is not permitted at any time.
- 10.5 The trapping, killing and/or removal of foxes from the allotment sites is not permitted and any Tenant found doing so will have their tenancy terminated and the plot repossessed by the Council immediately.
- 10.6 The use or storage of traps by plot holders for the capturing of any mammal, reptile or amphibian is prohibited. Any traps must be removed from plots with immediate effect.
- 10.7 Any plot holder found to be carrying out any of the above detailed in 10.6 and 10.7 will have their plot tenancy terminated with immediate effect.

11. Rent

- 11.1 Rental increases are generally proposed by the Allotments Committee and agreed by Full Council, giving a full one year's notice of any pending increases.
- 11.2 Rent may be increased at any time provided the Council takes reasonable steps to give at least six months' notice by way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.

12. Observance of Rules

- 12.1 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, local restrictions - such as water restrictions).
Tenants must comply with any reasonable or legitimate directions given by an authorised Parish Council officer in relation to an Allotment or site.

13. Site Safety, Security and Duty of Care

- 13.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantage by any condition

which cannot be shown to be justified.

- 13.2 Where two Tenants having an unresolved dispute and no one party can be proven as being in breach of any site/tenancy rules, the Council reserves the right to end the tenancy of both parties.
- 13.3 Tenants have a duty of care to everyone, including visitors, trespassers and themselves and in particular during the use of strimmers, rotovators and other equipment, obstructions on paths and the application of chemicals, pesticides or fungicides or by the construction of any features on the Allotment.
- 13.4 Flammable liquids such as petrol, oil and fuel or inflammable liquids/chemicals must be stored safely in appropriate containers and in appropriate limited amounts. Storage of large quantities of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution.
- 13.5 Unsafe working practices may result in plot termination and the Tenant shall be liable for any damage or injury caused by unsafe working practices.
- 13.6 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the Allotment. Tenants are advised not to store any items of value on the Allotment and, if they do, to insure and mark any such items. Tenants must report all incidents of theft and vandalism to the Parish Council and the Police.
- 13.7 Tenants are forbidden to bring, or keep on the allotment plot, any firearms, imitation firearms, or any offensive weapon (such as air rifles, catapults, knives unless it has a folding blade with a cutting edge 3 inches long or less) and not to discharge firearms or use any weapons on the allotment site as they may be liable to prosecution. Anyone found to be doing so will have their tenancy terminated immediately. All other items which could be deemed as dangerous should be stored securely.
- 13.8 If a tenant witnesses a crime or is subject to criminal damage or anti-social behaviour they should contact the Police immediately and also notify the Parish Council at the earliest opportunity.

14. Unauthorised Persons

- 14.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the site.
- 14.2 The Tenant is responsible for the behaviour of children and adults visiting the Allotment. In an instance where a visitor breaches site rules then the Tenant will be

held equally responsible.

- 14.3 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden. Barbeques or other outdoor cooking equipment are forbidden.

15. Plot Numbering, Plot Splitting and Notices

- 15.1 Tenants must mark the Allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be easily visible from the haulage way or main access path.
- 15.2 Where plots do not have numbers clearly on display the Council reserves the right to paint numbers on sheds or water butts. Plots without suitable numbering are in breach of tenancy and can be put on notice by a Council officer.

16. Change of Address and Notices

- 16.1 Tenants must immediately inform the Council, in writing, of changes of address, email address, telephone number or status.
- 16.2 Notices to be served by the Council on the Tenant may be:
- a) Sent to the Tenant's address by post, registered letter, recorded delivery or hand delivered; or
 - b) Served on the Tenant personally; or
 - c) Placed on the plot.
- 16.3 Notices served under paragraph 16.2 will be treated as properly served even if not received.
- 16.4 The information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to correspond with you, provide information and send invoices and receipts relating to your allotment tenancy. Your personal information will not be shared with or provided to any other third party.
- Rustington Parish Council will keep your information throughout your tenancy. Once your tenancy ends your information will be destroyed after 12 months.

17. Application

- 17.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented Allotments.
- 17.2 Where Allotment tenancies are rented to a group i.e. a school they are asked to select

a designated named Tenant but are collectively subject to all the rules of the site.

18. The Council's Responsibilities

- 18.1 The Council shall pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the Allotment.
- 18.2 Administration: Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.
- 18.3 Repairs and maintenance: Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.
- 18.4 Rubbish clearance: To remove rubbish which has been fly-tipped.
- 18.5 Liability: The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on Allotment and need not replace any shed and or greenhouse which is destroyed or damaged.

19. The Complaints Procedure

The Council aims to provide a high quality of Allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to Rustington Parish Council.

20. Tenancy Termination

- 20.1 On the termination of this tenancy, the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1980 but if the Tenant shall have been paid or promised any compensation by any incoming Tenant of the Allotment the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
- 20.2 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 twelve months' previous notice in writing expiring on or before the first day of January or on or after the twenty fifth day of June in any year;
 - b. by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - i. if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or

- ii. if the Tenant shall become bankrupt or compound with his creditors.

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk 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 Garden/s 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.

It is the policy of Rustington Parish Council to encourage all plot holders to join the Rustington Horticultural Association (RHA)

Any personal information such as name, postal address, telephone number, and email address, given via this form, will only be used to provide a requested service. It will be retained for as long as necessary to provide that service and will not be disclosed to any other third party without your prior permission or unless the Council is required to do so by law.

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