

## Allotment Tenancy Terms and Conditions

The Tenant agrees to conform to the following conditions as part of their agreement with Weymouth Town Council:

### Assignment/Sub-letting/Co-working

1. Allotment tenancy is personal to the Tenant named on the agreement.
2. Not to underlet, assign or part with possession of any allotment plot occupied by the Tenant or any part of it.
3. The Tenant can be shared by adding a Co-Worker, only 1 Co-Worker can be assigned to any tenancy. The Co-Worker must sign an agreement, which is also countersigned by the Tenant. If for any reason the Tenant terminates their tenancy, then the plot will be offered to the Co-Worker before being offered to residents on the waiting list.
4. Within the first 3 months of the tenancy, the Tenant will remain on a probationary period. If on inspection by a Council Officer, the plot has not had any significant work (at least ¼ of the plot being rotavated and/or cultivated) they will receive a 'chivvy' letter, which aims to encourage the new tenant to start working the plot to the ¾ cultivated state that is asked of the tenant after their 3 month probation.
5. That the Tenant will inform the Council of any change of address (failure to do so could result in termination of this agreement).
6. If the Tenant moves to an area outside of the DT3 and DT4 (Weymouth) postcode area their tenancy may be terminated. DT5 (Portland) residents will be considered and plots only offered to DT5 residents if there are no Weymouth residents on the waiting list.
7. That the Council has the right to refuse admittance to any person other than the Tenant or member of their family unless accompanied by the Tenant or member of their family. Children must be supervised within the confines of the Tenant's plot.
8. Photos will be taken at the start of the tenancy by a Council Officer. If the tenancy is terminated there is a photographic record of the plot.

### Rent

9. To pay the rent in advance and without deduction, unless otherwise agreed with Weymouth Town Council, on the first of January in each year. (Tenancy year 1<sup>st</sup> January – 31<sup>st</sup> December each year).
10. Rent is paid on a pro rata basis. There is a minimum invoice amount of £5.00. If rent falls below this limit, then the tenant will be invoiced £5.00.
11. A tenant may voluntarily relinquish their tenancy at any time or have their tenancy terminated for breach of these tenancy terms and conditions, before the end of the tenancy year. No reimbursement of rent will be made on relinquishment or termination of any plot.
12. Rent discounts will apply to tenants **over 60 years old**. Tenants are to provide the Council with their date of birth if they wish to be granted this rent concession.

### General

13. The Tenant must keep to the confines of the allotment plot.
14. Keep all gates to the site locked. This includes scrambling combination locks so that people cannot enter the site who are not permitted to access.
15. Tenants must ensure the plot number is clearly visible and legible all year round. Tenants will be served a notice and given 30 days to number the plot clearly. Where a plot does not have a

clearly visible plot number after the 30 days then the Council reserves the right to paint or mark the plot number on sheds and/or water butts.

16. That, at any time, any Officer or Agent of the Council will be entitled to enter onto, and inspect, any plot occupied by the Tenant or shed, polytunnel or greenhouse on site.
17. That any nuisance, annoyance or harassment (relating to race, gender, disability, age, sexual orientation, religion or other matter) to any Tenant, if proven, will result in immediate termination of the tenancy by Weymouth Town Council whose decision shall be final. To be friendly and harmonious to your fellow plot holders regardless of their race, gender, disability, age, sexual orientation or religion.
18. That any case or dispute between the Tenant and any other Tenant on the allotment site will be referred to the Council and their decision will be final.
19. Mains water will be available from 1<sup>st</sup> April to 1<sup>st</sup> October each year. No hose pipes, sprinklers or unattended irrigation equipment to be used. Water should not be siphoned from dip tanks.
20. That the Tenant will observe and perform any other special condition which the Council considers necessary to preserve any plot occupied by the Tenant from deterioration.
21. If a Tenant experiences any theft or vandalism on site, this should be reported by Tenants to the police on 101. Please retain a crime reference number for your records, in order to report further incidents.

#### Cultivation and weed control

22. To use the allotment plot as a cultivated allotment garden and for no other purpose; sale, trade and/or business is strictly prohibited.
23. To maintain any plot occupied by the Tenant in a clean, well-manured, three quarters cultivation and weed free state throughout the year, using techniques which do not cause long term environmental damage.
24. To ensure that all crops will be grown using “Genetically Modified Free” food and feed in accordance with Article 19 of the Deliberate Release Directive of 2001/18/EC.
25. Invasive plants such as: fast growing conifers (including Christmas trees), bamboo and all types of willow are not permitted.
26. A letter will be sent to Tenants whose plot is found on inspection by a Council Officer to be in a state of non-cultivation. This means a plot which is not cleared of weeds, is un-cropped (in the winter months it is considered the lack of fruit/vegetables which can be grown) and/or is untidy. A re-inspection will be made no earlier than 30 days later to determine if a termination letter should be issued to the Tenant. If the plot is brought up to an acceptable standard at re-inspection, then the notice will be removed, this will only happen 3 times in any one tenancy year before the Tenant is informed their tenancy has been terminated and the Council will repossess the plot and re-let it.
27. Any Tenant using coverings for the purpose of weed suppressing should only do so with a reasonable and recognised weed suppressant material, which should be held down with pegs and not large items, i.e. wooden pallets, rubble/bricks, as this makes the plot/site look untidy. All materials when not in use, should be stored in an authorised shed or removed from site until it is needed again. If Tenants use any other material for the purpose of weed suppressant, a breach of contract letter will be sent. The Tenant will be given 30 days to rectify the issue identified in the letter. If the Tenant does not comply with the letter then a termination letter will be issued after the re-inspection of the plot takes place at least 30 days later.

#### Waste materials and pollutants

28. Not to deposit, or allow any other person to deposit, any refuse or decaying material (excepting manure or compost in such quantities as may be reasonably required for cultivation) on any plot occupied by the Tenant or any area which forms part of the allotment site.

29. The following materials are prohibited from being brought on site and will be treated as illegal disposal of waste and will be reported immediately for prosecution:

Carpet	Rubble	Hardcore
Tyres	Household appliances	Asbestos
Barbed or razor wire	Bathtubs ( <b>from XX/XX/2020</b> )	

The following materials to build cold frames, raised beds, compost areas, etc. is permitted, however, storage of such materials is not:

Glass	Metal materials	Timber materials
Construction materials	Plastic materials	

30. Any bathtubs on the allotment sites before **1<sup>st</sup> April 2020** have been recorded and can remain exempt in the new ruling of no bathtubs on site, as long as they are being used as water butts and remain in a good state of repair. Any bathtubs brought onto site after this date will be seen as disposal of unwanted waste on site and if the Tenant does not remove within 30 days of being served a breach of contract notice, the Council reserves the right to remove the waste at a cost to the Tenant.
31. The use of concrete pad footings for paving can be used within reason for a single path. A patio area cannot be created on the plot.
32. The Council reserves the right to clear a plot that has become overgrown, which is tenanted and causing a nuisance. The Tenant will be sent an invoice for the full cost of the work for each occasion that this occurs.
33. If a Tenant is put on a breach of contract notice due to excessive prohibited material being on the plot and, if the Tenant does not clear the material within 30 days, then the Council reserves the right to clear prohibited materials and will reclaim the full cost of removal by sending the Tenant an invoice.
34. You must not fly tip any material from your plot elsewhere on the site. This includes onto vacant plots, footpaths or any open spaces on the site.

#### Sheds/Greenhouses/Polytunnels

35. To maintain in good repair any garden shed, polytunnel or greenhouse permitted to be erected on the areas occupied by the Tenant. The maximum size which may be permitted, subject to the approval of the Council sought by the Tenant in advance, will be 8' x 6' for a shed or 8' x 6' for a greenhouse on any 5 rod plot. Any hazardous or potentially dangerous structure should be removed after instruction from a Council Officer. Failure to comply will result in the removal of the structure by the Council and the Tenant charged for the full cost. A 5 rod plot is permitted to have 1 shed and/or greenhouse/polytunnel. Both a greenhouse and a polytunnel is not permitted. An application form can be requested by email: [parks@weymouthtowncouncil.gov.uk](mailto:parks@weymouthtowncouncil.gov.uk) or found on the Weymouth Town Council website for completion: [www.weymouthtowncouncil.gov.uk](http://www.weymouthtowncouncil.gov.uk). A signature is required by the Tenant to accept the additional terms and conditions.
36. Any structure erected should not be made of any hazardous material (e.g. asbestos) and the colour should be in keeping with the environment.
37. Sheds will be included in the ¼ area allowed for non-cultivation on a plot. Greenhouses, polytunnels and fruit cages will be included within the ¾ cultivated area.
38. Not, without the written consent of the Council, to erect any building or structure, including any notice or advertisement, on any plot occupied by the Tenant. Allowable exceptions are any pole, frame or cold frame, to be erected within the plot 450mm from any pathway.

39. Not to store in any structure or place upon the plot any toxic, inflammable or potentially dangerous substances or materials which may endanger the safety of Tenants or occupiers of adjoining properties.

#### Paths and boundaries

40. To maintain any path set out by the Council for use of occupiers, free from obstruction and encroachment and at the widths set by the Council; a minimum of 2ft.
41. Shared paths between two allotments must be maintained up to the half width point to the adjoining plot/Tenant.
42. Not, without written consent from the Council, to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.
43. Not to use any material that could cause injury to others (e.g. barbed wire) as a fence adjoining any roadway or path set out by the Council for use by other Tenants. Not to put a fence around any plot and to protect hedges, fences and gates that are already on the allotment site.

#### Dogs

44. Not to bring or cause to permit to be brought on to the allotment site any dog unless the dog is on a leash and under proper control.
45. To clear up any mess made by a dog straight away and dispose of the mess off site.

#### Poultry/Livestock/Bees

46. Not without the written consent of the Council, to keep any animals, bees, poultry or livestock of any kind upon any plot occupied by the Tenant, nor any other part of the allotment site. An application form can be requested or found on the Weymouth Town Council website for completion. A signature is required by the Tenant to accept the additional terms and conditions.
47. The maximum number of hens permitted is 5.
48. No cockerels are permitted on any allotment site.
49. The burial of any pets or animals on any allotment land is strictly prohibited.

#### Bonfires

50. Bonfires are only permitted between 1<sup>st</sup> October to 31<sup>st</sup> March each year and must be contained within an incinerator barrel.
51. A bonfire may be the only way of disposing of garden waste that shouldn't be composted. If there is no alternative means of disposal and the Tenant has a bonfire, please follow these simple guidelines:
  - Where possible, warn neighbours beforehand as they are much less likely to complain.
  - Light the bonfire at a time least likely to affect your neighbours.
  - Bonfires must always be supervised until all material has been burnt and the fire extinguished.
  - Where possible only burn dry not damp material, which causes more smoke.
  - Don't burn in times of drought.
  - Black smoke is a statutory nuisance. If nuisance smoke interferes with the use and enjoyment of the public's garden/property or could affect the comfort and/or quality of their life, then a warning letter will be sent to the responsible Tenant. If the Tenants is unknown after investigation all Tenants will receive a letter reminding them of the terms and conditions when using bonfires.
  - Drift of smoke obstructing or obscuring visibility over a public highway is an offence.
  - Bonfires should be kept to a manageable and safe size to ensure safe burning and minimal smoke production.

→ Don't use accelerants.

## Green allotments

Weymouth Town Council would like to encourage tenants to go organic by decreasing the amount of pesticides used to help protect the environment.

52. Use of composting bins and water butts are great ways to make our allotment spaces greener and environmentally friendly.
  - Composting bins, whether bought or homemade, are a great way to save money, improve soil quality and enrich the soil to help you grow healthy, strong plants and it also looks after the environment.
  - Leaf mulch is great for improving soil texture and a great weed suppressant.
  - Water butts collect rainwater that plants love. It also helps reduce water consumption. Some fruit and vegetables grow more successfully with rainwater due to the chemicals found in tap water.
53. Reduce the use of weed killers and pesticides by using organic weapons, such as *Bacillus thuringiensis* a naturally occurring bacteria that disrupts the digestion of caterpillars and other leaf eaters. You can also use horticultural oils, insecticidal soaps or hot pepper spray.
54. Pull weeds by hand or hoe and apply a mulch to protect the soil, ie. the use of straw, wood chip or lawn chippings for use on plants that need a lot of mulch nutrients, i.e. squash or lettuce.

Don't forget that when planning your plot remember to plant with wildlife, such as pollinators, in mind to encourage biodiversity.

## Termination

55. At termination of the tenancy, the Tenant will return the plot occupied by the Tenant to the Council in such a state as meets the conditions of this agreement and that any tools, implements or materials brought on the site by the Tenant are removed. Any deterioration of the land caused by the failure of the Tenant to maintain the land in a clean and good state of cultivation will be invoiced to the Tenant.

This tenancy will determine on the rent day after the death of the Tenant and may also be determined in any of the following ways:

56. By either part giving the other twelve months previous notice in writing expiring on, or before, the Sixth day of April or on or after the Twenty-ninth of September in any year.
57. By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
58. If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
59. The Tenant has become bankrupt or made a composition or arrangement with his/her creditors.
60. If it appears to the Council that there has been any breach of the conditions and agreements contained within this document on the part of the Tenant and at least three months have elapsed since the commencement of the Tenancy.

61. By re-entry by the Council after giving three months previous notice in writing to the Tenant on account of the plot occupied by the Tenant being required for (i) any purpose (not being use of the same for agriculture) for which it has been acquired or appropriated under any statutory provision (ii) for building mining or any other industrial purpose or for roads or sewers necessary to the connection with any of those purposes.
62. The Council shall, on termination of the tenancy, be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 (or any statutory modification or re-enactment thereof for the time being in force) in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in good state of cultivation and fertility.

#### Notices

63. ANY notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Parks & Open Spaces Manager or other authorised Officer and may be served on the Tenant either personally or by posting to the last known address of the Tenant.
64. ANY notice required to be given by the Tenant will be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Parks & Open Spaces Manager or other authorised Officer of the Council.
65. A letter is to be treated as served on the day on which the letter is dated.
66. An email is to be treated as served on the day on which it was sent.