

TENANCY TERMS AND CONDITIONS

1. Agreement to Let

The Council owns an area of land at ***** which is used for the purpose of allotments ("the Allotment Garden") and agrees to let and the Tenant agrees to take a plot of **5 rods** at the Allotment Garden numbered ** in the register of allotments kept by the Council for that location which plot is shown edged red on the plan annexed to this Agreement ('the Allotment') on a yearly tenancy from **17/05/2016** (subject to the exceptions and reservations contained in any lease under which the Council holds the land) at the yearly rent as set out in the Fees and Charges Register of the Council from time to time payable in advance on or before 1 January in each year ("the Rent"). The tenancy is subject to the terms and conditions for allotments made from time to time by the Council and to the Allotments Acts 1908 – 1950 and any amendments thereof together with the conditions and obligations endorsed on this Agreement.

2. Tenant's Agreements

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

2.1 Rent

The Tenant must pay the Rent reserved in advance and without deduction, otherwise than allowed by statute, on or before 1 January in each year

2.2 Use

2.2.1 The Tenant must not use the Allotment for any purpose other than for the production of vegetable or fruits crops for consumption by them self or their family unless otherwise agreed with the Council.

2.2.2 The Tenant must ensure that all gates used to access and egress the Allotment Garden are secured in the closed and locked position on each occasion of use.

2.2.3 No Trailers are to be stored overnight at the Allotment.

2.2.4 The exchange of one allotment plot by a Tenant to another tenant is not permitted.

2.2.5 Any Tenant seeking an additional allotment shall on request be placed on the existing Tenant secondary waiting list. The grant of any additional allotment will not be considered unless the standard waiting list for applying for an allotment plot is exhausted.

2.3 Cultivation

The Tenant must keep the Allotment clean, free from weeds and maintain it in a good state of cultivation fertility and good condition (being a minimum of 2/3rds cultivated, examples of which are illustrated on the attached photographs in Appendix 3), and must keep any pathway or cart-track included in or abutting the Allotment (or, in the case of any pathway or track abutting the Allotment and any other allotment, the half-width of it on which the Allotment abuts) reasonably free from weeds.

2.4 Tree Bark

The Tenant must not arrange for the delivery or accept the delivery of tree bark at the Allotment unless otherwise agreed with the Council in writing.

2.5 Nuisance

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

2.6 Legal Obligations

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

2.7 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.

2.8 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 from the Allotment without the written consent of the Council.

2.9 Bonfires

2.9.1 The Tenant must not have a bonfire on the Allotment unless for the disposal of surplus produce and materials generated/used on the Allotment.

2.9.2 The Tenant must not have such a bonfire except at the times determined by the Council and as set out in a notice displayed on the Allotment Garden notice board.

2.9.3 The Tenant must not leave the Allotment without completely dousing the bonfire and ensuring that it is no longer lit.

2.10 Boundary Structures

The Tenant must keep every hedge that abuts any part of the Allotment properly cut and trimmed as directed by the Council, and must not damage any other hedges, fences or gates in the Allotment Garden or on any adjoining land.

2.11 Buildings

The Tenant must not erect any building on the Allotment without the written consent of the Council, which shall not be unreasonably withheld in respect of the erection of a garden shed or greenhouse providing the Tenant complies with the specifications and conditions specified by the Council set out in Appendix 1 hereto.

2.12 Barbed Wire

The Tenant must not use barbed wire for a fence adjoining an Allotment Garden or any path set out by the Council for the use of occupiers of the Allotment Garden.

2.13 Long-Term Crops

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

2.14 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 or in or on the Allotment Garden or any adjoining land.

2.15 Skips

Not to use the skips in the Allotment Garden for any purpose other than for the deposit of refuse and/or decaying matter generated from the Allotment only (rubble, wood and metals are not permitted to be disposed of within the skips).

2.16 Dogs

The Tenant must not bring any dog into the Allotment or Allotment Garden, or cause one to be brought in, unless the dog is held on a leash and kept under control at all times and any dog foul must be removed and correctly disposed of.

2.17 Livestock

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

2.18 Bees

The Tenant is permitted to keep Bees on the Allotment provided they are kept in accordance with the conditions specified by the Council in Appendix 2 attached hereto.

2.19 Sprays

When using any sprays or fertilisers, the Tenant must:

2.19.1 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

2.19.2 so far as is possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to members of the public, and wildlife, other than vermin or pests, and comply at all times with current regulations whether from Central Government, the Council or otherwise.

2.20 Pollution

The Tenant must not contravene the Water Resources Act 1991 or any statutory re-enactment of it.

2.21 Water Hose

The tenant may use a water hose on the Allotment but must not leave it unattended at any time.

2.22 Water Pipes

The Tenant shall be liable for any damage caused to any water pipes on the Allotment or the Allotment Garden other than those damaged by frost or natural wear and tear. A Plan showing the water service locations is located on the Allotment Information Notice Board of the facility.

2.23 Advertisements

The Tenant must not erect any notice or advertisement on the Allotment. The Tenant must not attach any notice or advertisement to any noticeboard which has been or may at any time during the tenancy be erected by the Council on the Allotment Garden.

2.24 Admittance

2.24.1 The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment and the Allotment Garden to any person, other than the Tenant or a member of their family, unless accompanied by the Tenant or a member of their family.

2.24.2 A Tenant whose residence adjoins the Allotment is not permitted to access to the Allotment from their property and is required at all times to use the designated access points to the Allotment.

2.25 Commercial Purpose

The Tenant shall not use the Allotment for any commercial purpose.

2.26 Disputes

The Tenant agrees that any case of dispute between them self and any other occupier of an allotment in the Allotment Garden shall be referred to the Council, whose decision shall be final.

2.27 Change of Address

The Tenant agrees to inform the Council immediately of any change of their address.

2.28 Yielding Up

2.28.1 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 terms contained in this Agreement.

2.28.2 The Council shall be entitled to recover compensation for the deterioration from the Tenant on the termination of the tenancy, in the event of the Tenant failing to maintain the Allotment in a clean condition and good state of cultivation and fertility.

2.29 Inspection

The Tenant on notice by the Council agrees that any Officer or agent of the Council may enter and inspect the Allotment, shed or greenhouse or any other building on the Allotment at any time and when so directed by the Council, provided that the Council may need unauthorised access to the Allotment in the event of an emergency.

2.30 Special Conditions

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment and/or the Allotment Garden from deterioration and of which notice is given to the Tenant in accordance with clause 4 below. The Tenant agrees to observe all rules and regulations relating to the Allotment and/or the Allotment Garden which have been made or at any time hereafter may be made by the Council and of which the Tenant will be notified in writing. Any query regarding a particular rule or regulation should be made in writing to the Council for clarification or guidance.

2.31 Lease Terms

The Tenant must observe and perform all conditions and covenants that apply to the Allotment contained in any lease under which the Council hold the land (if any).

3. Determination of the Tenancy

3.1 Determination on Death

3.1.1 This tenancy shall determine one calendar month after the death of the Tenant subject to clause 3.1.2 below and any rent paid in advance for the remaining part of that year will be re-paid to the Administrator of the Estate.

3.1.2 In the event of the death of the Tenant the Council may at its own discretion let the Allotment to a member of the Tenant's family where it is apparent that such member had assisted the Tenant with managing and cultivating the Allotment.

3.2 Determination on Leaving the Borough

This tenancy shall determine if the Tenant no longer resides in the Borough of Gosport.

3.3 Determination on Termination of the Council's Interest

If the Council is itself merely a Tenant of the land, or has entered on to the land under its statutory power to enter on unoccupied land, this tenancy shall determine on the day on which the tenancy or right of occupation of the Council determines.

3.4 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 6 April or on or after 29 September in any year save where the Tenant wants a shorter period of notice which has been agreed to in writing by the Council.

3.5 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 if the Allotment is required:

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

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

3.6 Determination under Statutory Provision

This tenancy shall immediately determine if either the Allotment is found to have growing on it a plant protected under the Wildlife and Countryside act 1981 or any other statutory enactment or if occupied by an animal or insect protected under similar legislation.

3.7 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:

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

3.7.2 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 terms affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or

3.7.3 if the Tenant becomes bankrupt.

4. Notices

4.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by a designated officer and may be served on the Tenant either personally or by leaving it at their last known place of abode, or by Special Delivery addressed to them there, or by fixing the same in some conspicuous manner on the Allotment.

4.2 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 person responsible within the Council for the management of allotments generally or the Allotment Garden.



PERMITTED STRUCTURES APPLICATION FORM

Name.....

Address

Allotment Site Plot No

Are there any structures on your plot at present?.....

If so please give details

Application to erect a Greenhouse - Shed - Cold Frame - Compost Bin

Dimensions of proposed structure

Construction materials.....

New or Second hand materials.....

Is the structure sectional.....

I have read the permitted structure conditions overleaf for applicants wishing to erect a greenhouse/ compost bin/shed/ cold frame on an allotment. I understand and shall adhere to the conditions therein relating to the position and maintenance of the said structure.

Signature of applicant

Date.....

Please return form to: Community & Customer Services, Gosport Borough Council, Town Hall, High Street, Gosport, Hants, PO12 1EB

APPENDIX 1

COMMUNITY & CUSTOMER SERVICES PERMITTED STRUCTURES ON ALLOTMENT GARDEN SITES

Section 2 (h) of the current Agreement for letting of an allotment garden reads as follows: The tenant shall not without the written consent of the Council erect any building or other structures on the allotment garden. Below are the guidelines for applicants wishing to erect a structure on their allotment plot.

Greenhouse/Glasshouse

The maximum size is 6'x8'x6' high and must be of aluminium, metal or cedar wood construction being manufactured as a glasshouse. It may be glazed with horticultural glass or rigid plastic.

Shed

The maximum size is 6'x4'x6' high. We recommend a purpose made shed of sectional design in wood. If you are able to make your own shed, then clean timber should be used, treating it with wood preservative, preferably dark green, brown or black in colour. The end result must look neat and of a sectional design. Please note that no permanent foundations are to be laid.

Compost Bin

The maximum size is 6'x4'x4' high. It can be made of corrugated iron or weld mesh provided it is painted dark green or black. Wooden compost bins are permitted but must be made of clean timber and coated with preservative such as Cuprinol, colour preferably black, brown or dark green.

Cold frames

The maximum size is 10'x4'x3' high. To be manufactured in galvanised metal. Alternatively a purpose built cold frame may be constructed using clean wood, treated with Cuprinol having purpose made frame lights of wood and glass. Do not use old window frames.

Gutters

Proper guttering should be fixed to all structures; the water from the guttering may be fed into not more than one container. The container must be of sound construction and painted dark green or black. Plastic water butts can be purchased from most garden centres.

Number of structures per plot

No more than one greenhouse and one shed may be allowed on any plot.

Location of structures

The location of a structure is at the discretion of the Head of Parks and Service Facilities through liaison with the Warden or the Leisure Inspectors. For guidance it is recommended that structures are sited to the rear of a plot and certainly in line with other structures within the site.

General notes

In order to keep the allotment tidy, you are reminded that old doors, window frames and scrap metal are not to be brought onto the allotment sites. All greenhouses, sheds, compost bins and cold frames should be kept in good repair. Ownership, security and safety of the structure(s) remain the responsibility of the allotment tenant.

Compensation for loss of tenancy

If and when the tenancy is terminated the Council shall not be liable for any compensation for removal or demolition of any structure that the tenant has erected on the land.

APPENDIX 2

GOSPORT BOROUGH COUNCIL **BEE KEEPING ON ALLOTMENTS**

The Allotment Site

Not all allotment sites are necessarily suitable for beekeeping and the Council will consider each application on its merits.

The Beekeeper

The beekeeper must be a paid up Member of a local beekeeping association affiliated to the British Bee Keepers Association. This Membership carries public liability insurance of up to £5m should there be loss or damage as a consequence of the bee keeping.

The beekeeper must demonstrate experience in the handling of bees and will not be permitted to keep bees on an allotment in his first year of beekeeping.

The beekeeper must demonstrate that they have obtained, or are studying for, a formal qualification in bee keeping (such as the BBA "Basic Assessment" examination or equivalent) which demonstrates competence in management and manipulation of bees.

The Hives

There shall be no more than two hives on any one allotment plot, or one "nuc" (small colony) per beekeeper. The total number of hives that can be accommodated on any particular allotment site will depend on the size of the site and will be assessed by the Council on case by case basis.

The location of hives needs to be carefully selected so as to minimise inconvenience to those around, whether neighbours or passers by and must be agreed with the Council. They would usually be located in a quiet corner of the site or towards the centre of an allotment plot, so that they are not too close to other plot holders, neighbouring houses or paths.

All hive equipment is to carry a suitable mark identifying its owner

Bees are to be encouraged to fly at a good height (i.e. above head height) by surrounding the hives with a 2-metre high fence or similar boundary; (bird netting, trellis covered with plants, hedging or tall plants can be adequate). The position and construction of this fence/barrier is to be agreed with the Council prior to its installation

Beekeeping

The beekeeper must ensure that there is a water supply for the bees on the plot and close to the hives, so the bees do not fly to plunge tanks, or other water sources.

The beekeeper must practice effective methods of swarm control and carry out regular inspections (at least once a week during the swarming season) for signs of swarming and there should be cover for this if the beekeeper is away.

It is noted however that Swarming is a natural phenomenon and no matter what steps are taken, there will inevitably be occasions when colonies will swarm.

The beekeeper should behave sensibly towards those who are likely to be affected by the bee keeping and the rights and concerns of adjoining plot holders must be recognised and steps taken to minimise the inconvenience. The beekeeper will need to be considerate when carrying out manipulations and ensure that these are not done when there are others nearby or when there are likely to be others nearby or before the bees have again settled having been disturbed. This agreement will be terminated and the hives will have to be removed from the allotments if considerable nuisance is caused.

The beekeeper should be aware of the temper of the bees and shall not bring onto the allotments colonies that are known to be aggressive temperament. If colonies are unnecessarily aggressive, then they should be requeened with a queen from a reputable supplier of "docile strains".

The allotments are not to be used for the storage of equipment that does not contain bees

The beekeeper should ensure that the Council and the site representative know how to contact him if there is a problem with one of the hives. A sign should be displayed in a communal area on site giving contact numbers and if the beekeeper is not likely to be available, he should arrange for cover to be provided.

Miscellaneous

Beekeepers should always be prepared to discuss the bees with those interested, particularly fellow plot holders, they may even wish, for instance, to display an observation hive at prearrange times so other plot holders can view the bees at work, or keep one or two spare veils so that they can take anyone interested right up to the hive and show them what is going on.

Defra officials, the Regional Bee Inspectors, have statutory powers to access hives to deal with disease. The Council will co-operate fully with them in this regard.

APPENDIX 3

EXAMPLES OF SUITABLY MAINTAINED PLOTS

EXAMPLE 1



EXAMPLE 2

