

GOOLE TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made on this day of in the year ... **BETWEEN GOOLE TOWN COUNCIL** (hereinafter called 'the Council') by the hand of Mr. Brian Robertson its Town Clerk and duly authorised Agent of the one part and of and (hereinafter called 'the Tenant') of the other part.

WHEREBY

1. The Council agrees to let and the Tenant agrees to take, from of 20..., allotment garden plot number..... at the annual rent of £..... plus the one payment of the £50.00 bond. The rent will be subject to annual review and subject to the provisos and conditions hereinafter contained.

CONDITIONS

2. The tenant hereby agrees with the Council as follows;

- (a) To pay the rent in total within the month of April in every year during the continuance of this tenancy without any deductions whatsoever;
- (b) rent will be reviewed annually and may be increased in accordance with inflation as of 1st April each year. The minimum increase will reflect inflation based on the Retail Price Index (RPI) at that time;
- (b) not apply for a rent refund if the allotment tenancy is terminated by either the tenant or the Council before the end of the financial year;
- (c) not to use the allotment for any purpose other than the cultivation of crops, plants, fruit and flowers which are to be wholly or mainly for consumption by the Tenant and his family;
- (d) not to carry on any trade or business on or from the allotment;
- (e) to provide and maintain in good condition a small sign bearing clearly the plot number and placed in a conspicuous position on the plot. Other than the plot number the Tenant will not erect any notices or advertisement on the plot;
- (f) to cultivate the allotment in a proper manner and to keep it free from weeds and well manured;
- (g) where a tenant fails to maintain a good standard of cultivation, the Council will serve a 'Notice to Improve' giving 28 days for improvement. If no improvement to the plot is made, it may lead to termination of the tenancy;
- (h) on termination of the tenancy, the plot must be left in a clean condition suitable for immediate re-letting. If the Council has to carry out works to re-let the plot, the tenant may be required to reimburse the Council for reasonable costs;
- (i) keep all hedges forming part of the plot property trimmed;
- (j) to report immediately to the Town Council Office any circumstances which will or may in the future prevent the tenant from maintaining the plot in a good state of cultivation for a period in excess of six weeks;
- (k) not to cause any nuisance damage or annoyance to the Council their tenants or owners or occupiers of any adjoining or adjacent property and not to obstruct any path or roadway in the allotment area set out by the Council;

- (j) vehicles may use roads to access plots, but may only park to load or unload. Parking of vehicles is strictly limited to recognised and formal car parking areas. Access roads must be maintained clear at all times;
- (k) bonfires are discouraged on all sites. Tenants must use all alternative methods of disposal of garden waste and allotment rubbish in preference to a bonfire and where a bonfire is considered necessary, to have due consideration for wind direction and weather conditions in order to minimise any nuisance to surrounding allotment tenants and residents of nearby dwellings;
- (l) the council reserves the right to prohibit bonfires on a specific site or plot and/or group of plots;
- (m) to attend the bonfire at all times until it is completely out and to extinguish the bonfire if the smoke plume is becoming a nuisance in any way;
- (n) only burn allotment waste/materials and which only produce minimal smoke, fumes, airborne ash and smell;
- (o) to report unattended or nuisance bonfires on allotments to the Council;
- (p) not to underlet assign or part with the possession of the allotment or any part of it;
- (q) not without the prior consent in writing of the Council to cut trees or take, sell or carry away any mineral, gravel, sand, earth or clay;
- (r) not without the prior consent in writing of the Council in the form of a 'Building Request Form' to erect any building on the plot AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant, and adhere to the rules set out on the 'Building Request' form;
- (s) the Council may also require any such, shed, greenhouse building or other structure to be removed at any time upon request;
- (t) not to use any shed, greenhouse, building or other erection as sleeping accommodation or for residential purposes;
- (u) the tenant acknowledges that in respect of sheds and greenhouses provided by the Council the responsibility for maintenance thereof howsoever arising whether by fair wear and tear or otherwise shall be the responsibility of the tenant. The Council may at any time require a tenant to put any such shed or greenhouse into a good state of repair;
- (v) not to use any material which could present a danger to others (such as barbed wire, razor wire and broken glass) in the construction of fences and boundary markers;
- (w) not to plant any trees or shrubs which in maturity grow to a height exceeding ten feet;
- (x) not to deposit or allow other persons to deposit on the plot any refuse, toxic material or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situate in the said allotment site or in any adjoining land;
- (y) to reside within the Goole area unless the Council consents otherwise;
- (z) the cost incurred by the Council for the removing of any unauthorised refuse, toxic material or decaying matter deposited to the site, which the Council deems necessary to remove will be recharged to the tenant, and will result in the termination of the tenancy;
- (1) keep all children under proper supervision and control;

- (2) ensure that any dog brought into the said allotment is securely held on a leash and all dog faeces to be cleared and removed from the site;
- (3) not to interfere, for any purpose with meters, pipes or taps installed by the Council for the delivery of water to the site. A tenant shall not interrupt the supply of water, for any purpose, without the express consent of the Council. Any charges incurred by the Council relating to the aforesaid interference will be recharged to the tenant, and will result in the termination of the tenancy;
- (4) not to use hosepipes or sprinklers, or other mechanised watering apparatus;
- (5) not to keep any animals or livestock of any kind upon the plot without the proper consent in writing of the Council (such consent is only allowed on certain sites) and where consent has been obtained, to adhere strictly to the rules listed in Schedule 1 of this agreement with regard to the keeping of animals or livestock;
- (6) to notify forthwith the Council of any change of address of the Tenant;
- (7) to yield up the plot at the termination of the tenancy hereby created in such conditions as shall be in compliance with the agreements herein contained;
- (8) to permit any officer or other agent or representative of the Council to enter on the plot and inspect the condition thereof and of any building erected or being erected there;
- (9) to observe and perform any other special conditions which the Council consider necessary to preserve the plot from deterioration;
- (10) the Council hereby agrees with the Tenant as follows;
 - (a) that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peacefully use and enjoy the plot without any interruption by the Council or any person claiming under or in trust for the Council;

HEALTH AND SAFETY

11. The tenant hereby agrees with the Council as follows;
 - (a) to take reasonable care for their own Health and Safety and for that of owners who may be affected by what the tenant does or does not do whilst on the allotment site;
 - (b) to use in accordance with the manufacturers instructions any tools, equipment, materials, chemicals, substances and other items brought onto the allotment site for use or application in maintaining the allotment garden and to ensure all relevant safety advice is followed;
 - (c) to co-operate with the Council on all aspects of health and safety;
 - (d) to report immediately to the Council anything observed on the allotment site which, in the tenants judgement, does or could affect the health and safety of the tenant or others;
 - (e) to keep the allotment garden free from anything, including glass and scrap metal, which could present a hazard to the tenant, others and livestock;
 - (f) to ensure sheds, greenhouses and any other approved structures are sound, maintained in a safe condition, and kept free for hazardous contents;
 - (g) not to do anything which does or could encourage vermin onto an allotment site;

12. The Council hereby agrees with the Tenant as follows;
- (a) to ensure, so far as is reasonably practicable, the tenants health and safety while on the allotments site by;
 - (i) conducting regular inspections of the allotment site, to ensure all tenants are complying with this agreement and to identify anything which does or could affect the health and safety of the tenant or others;
 - (ii) taking reasonable steps to ensure that all identified risks to the health and safety of the Tenant and others at the allotment site are dealt with appropriately.

SECURITY

13. The tenant hereby agrees with the Council as follows;
- (a) to take all reasonable steps to ensure the security of the allotment gardens and anything grown or brought onto the plot by the tenant or any person claiming under or in trust for the tenant;
 - (b) not to do anything which could prejudice the security of all other allotment gardens on the allotment site and anything grown or brought onto those plots by the relevant tenants or any person claiming under or in trust for those tenants;
 - (c) to report to the police all instances of vandalism, theft or other anti-social behaviour involving the allotment garden and to report the relevant incident number to the Council.
14. The Council hereby agrees with the Tenant as follows;
- (a) to take all reasonable steps to reduce the risk of vandalism, theft or other anti-social behaviour by putting in place such security measures as can be justified given the circumstances of the site.

Tenants should note that the Council is not obliged in law to ensure the security of the allotment gardens and anything grown or brought onto the plot by the tenant or any person claiming under or in trust for the tenant, or to indemnify the tenant against any or all losses arising from acts of vandalism, theft or any other antisocial behaviour.

TERMINATION

15. THIS 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 previous notice, in writing. The tenant to give a minimum of 7 days notice and the Council to give 7 days notice;
 - (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 plot 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 any 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 7 days previous notice in writing to the Tenant;
 - (i) if the rent or any part thereof is in arrears for not less than thirty days whether legally demanded or not; or

(ii) if it appears to the Council that there has been any breach of the conditions and agreements on the part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting cultivation of the plot at least one month has elapsed since the commencement of the tenancy, or

(iii) if the Tenant shall become bankrupt or compound with his creditors.

NOTICE

16. 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/her last known place or abode or by prepaid post addressed to him/her there or by fixing the notice in a conspicuous manner on the plot.

17. 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: (Tenants Signature)

TENANT: (Tenants name in capital letters)

SIGNED: (Witness's signature)

WITNESS: (Witness's name in capital letters)

DATE:

GOOLE TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

SCHEDULE 1 - ANIMALS AND LIVESTOCK (Clause 2 (p) of this agreement refers).

A written application must be sent to the Operations Manager and his written consent given before any livestock is kept on the allotment.

Tenants may keep pigeons, 6 fowl (only chickens, ducks, max 2 geese and no cockerels) on all allotment sites in accordance with the following requirements and with regard to their responsibilities under sections 4 and 5 of this agreement (Health and Safety, and Security).

The most important factor is the welfare of the animals themselves;

- Comfort and shelter;
- Readily accessible fresh water and a diet to maintain full health and vigour;
- Freedom of movement;
- The opportunity to exercise normal behavioural patterns;
- Light during the hours of daylight and a means of inspecting the birds at any other time;
- The prevention, diagnosis and treatment of vice, injury, parasitic infection and disease; and
- Emergency arrangements in the event of fire, flood, electrical failure.

If permission for livestock is granted the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfactions of the Council. The tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to keeping of livestock.

Accommodation

This should provide proper shelter from the elements and, as appropriate, a means of exercise which may be extended by the provision of wire and fenced runs. A means of access to the shelter must be available to the poultry at all times, except where cleaning and disinfection etc, is being carried out. The accommodation will require cleansing and disinfection and all litter etc, needs to be disposed of in secure containers or located well away from any shelter or run. Nest boxes, roosting areas and perches must be properly located. Floors shall be provided of wooden construction. All exercise runs shall be escape and predator proof.

Ventilation

Sufficient fresh air should be provided by means of doors or other apertures. Birds should be protected from draughts and it is recommended that the accommodation/shelter entry points due south. During hot weather, particularly ward humid conditions, all birds must have access to an exercise area. In certain cases shading may be required.

Feeding and Watering

Water must be available at all times and all equipment kept clean and in good order. Feed should be kept in vermin proof containers. Any diet must be properly balanced for the type of bird and given in sufficient amounts to ensure the proper well being of the animals. The risk of drinking water freezing during winter months must be considered.

Stocking Rates

All poultry must be able to stand, turn round and stretch their wings, and have sufficient space to perch or sit down without interference from other birds.

Disease Control

Any sick or injured birds must be removed immediately and treatment provided. The cause of any disease or injury will be identified and remedial action taken. Any national disease prevention and/or control programmes must be adhered to.

Transport

Any container used to transport poultry should be clean, in good repair and of a type suitable for the type of bird to be moved. All birds must be handled with due care.

Improvement Notice

Where it is deemed necessary, in the interest of the welfare of any bird kept, to effect improvements to the accommodation or overall management of a site, notice will be served accordingly. In certain circumstances immediate rectification may be directed.

Other General Points

Land on which birds are kept may become 'fowl-sick'. The time this may take will depend upon stocking rates, soil type and drainage. Muddy conditions lead to ill health and discomfort.

In addition;

- **Precautions to protect against foxes, dogs, cats, rodents and other predators must be taken;**
- **No poultry may be kept for the purpose of fighting;**
- **All poultry must be kept at the furthest point from any dwellings;**
- **No poultry shall be a nuisance to residents and others who seek enjoyment from the environment in which they live or work;**
- **Dead birds must be disposed of in accordance with the Animals By-Products Regulations 2005.**

Advice on the construction of buildings and general management is available from the Town Council.

Tenants are responsible for ensuring that they have in place all necessary insurances relating to the keeping of their animals. Tenants are also responsible for ensuring their livestock do not encroach onto other plots. In every case tenants will be liable for any damage which might be caused as a result of their every case tenants will be liable for any damage which might be caused as a result of their animals straying or in other ways causing inconvenience to other tenants or local residents.

Tenants are also reminded of their obligations under the Animal Welfare Act 2006 and specifically the requirement to ensure that livestock are kept free from discomfort, pain, injury, disease, fear and distress, and allowed to express normal behaviour.

PIGEONS

Birds maintained in the said pigeon pen must be properly fed (on suitable feed, such as proprietary pigeon pellets or grain and grit, and supplements), and provided with fresh water at least every day. Additional water supplied must be provided to pellet-fed birds and to all birds during periods of hot, dry weather. Water should be supplied in such a way that the birds can not foul it with their droppings.

Any housing provided for birds must comply with all necessary planning approvals. It must be secure from predators, but properly ventilated. It must also be properly waterproofed and constructed with regard to prevailing storm winds. Tenants must take care to ensure housing is not crowded - as a rule of thumb pigeons should be allowed about 1 cubic yard of airspace. Perches and nesting facilities should be provided, appropriate to the breed being kept (advice on perches and nesting can be obtained from any reputable pigeon fanciers club or association).

Both adult and baby pigeons must be handled sensitively and if birds are ringed then care should be taken to ensure their toes are not trapped under the ring. Again, reputable pigeon fanciers' clubs or associations will be happy to provide advice and guidance on the handling and ringing of birds.

Tenants are responsible for the health and safety of the birds kept within their pen, and for ensuring an appropriate level of veterinary care. Tenants should follow their veterinary surgeons advice on any vaccinations required (for example, for paramyxovirus) and in the treatment of less serious conditions such as trichomoniasis, coccidiosis, salmonella, and lice and mite infestations. If proprietary medications are applied on site they should be kept out of the reach of children and used only in accordance with the manufacturers instructions. The misuse of medications and insecticides (particularly treatments for internal parasites) can be fatal to the birds being treated and also present a danger to other tenants, visitors to the allotments, and even to pets.

HENS (CHICKENS)

Hens must be kept in accordance with;

- the 'Welfare Codes' for laying hens and/or meat chickens and breeding chickens, as appropriate, drawn up under the Agriculture (Miscellaneous Provisions) Act 1968;
- and the 'Welfare of Farmed Animals (England) (Amendment) Regulations 2002'.

Tenants should also refer to Defra's Guide to the *Practical Management of Feather Pecking & Cannibalism in Free Range Laying Hens* and its publications on the *Welfare of Hens in Free Range Systems*, *Heat Stress in Poultry* and *Poultry Litter Management*.

Copies of the Welfare Codes, the Regulations, and Defra publications can be obtained free of charge from Defra's website (<http://www.defra.gov.uk>).

Tenants are responsible for ensuring an appropriate level of veterinary care for the birds kept within their hen pen. Any suspicions of a notifiable disease, such as avian influenza ('bird flu') or Newcastle disease, must be reported immediately to Defra's Divisional Veterinary Manager (DVM). The DVM's contact details, and further advice on the health and welfare of hens, can be obtained from the Defra Helpline (tel 08459 335577).

GOOLE TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

SCHEDULE 2 - BONFIRES (Clause 2 (i, j, k, l) of this agreement refers).

The Council does not encourage tenants to light bonfires. Fire is inherently dangerous and bonfires represent a hazard not only to tenants but to anyone visiting the allotment site. In this regard tenants are reminded of their responsibilities under section 4 of this agreement (Health and Safety).

As well as posing a danger to others the smoke produced from burning allotment waste contains pollutants which add to local air pollution and reduces the air quality in the surrounding area. Bonfires can also cause a nuisance to other tenants and to the occupants of nearby houses. If residents wish to enjoy their gardens, hang out their washing or have their windows open, a nearby bonfire may interfere with their well being or enjoyment of their property. You are also reminded that anyone who allows smoke from a fire to drift across a road may be subject to a fine under the Highways (Amendment) Act 1986 if it is causing a danger to road users.

A bonfire may be convenient method for disposing of waste, but more environmentally friendly methods should be considered first. Green waste will produce a good soil conditioner for your allotment and this may reduce the amount of compost you have to buy. You can compost almost all green waste from your allotment, including vegetable matter, grass cuttings, leaves and paper in small quantities.

If it is essential for you to light a bonfire you must adhere strictly to the following rules. Failure to adhere to these rules will be deemed a breach of this agreement;

Rules

- 1. Bonfires may be constructed only within the confines of the tenants allotment garden and must not be allowed to get out of control.**
- 2. Bonfires must not be constructed within pigeon pens or hen pens.**
- 3. Bonfires must be restricted to the burning of material taken from the tenants allotment garden. Under no circumstances should material, of any kind, be brought on to the allotment site to be burned.**
- 4. Old engine oil, methylated spirits, diesel or petrol must not be used to light the fire or to keep it going once it is alight.**
- 5. Bonfires must be attended at all times by the tenant and must be properly doused and extinguished before the tenant leaves the site.**
- 6. Lit bonfires must be extinguished if it is clear from complaints received that the fire is causing inconvenience to other tenants or to local residents.**
- 7. Bonfires must be extinguished when the wind is blowing in the direction of residential property adjoining the allotment site.**