

# TWBC Allotment Lease Agreement 2020

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## Agreement details

This agreement is made the 1st day of April Two Thousand and Twenty between Tunbridge Wells Borough Council of the Town Hall, Royal Tunbridge Wells, TN1 1RS (hereinafter called 'the Council') of the one part and

Name:

Address:

Contact number:

Email:

(hereinafter called 'the Tenant') of the other part.

Whereby the Council agrees to let and the Tenant agrees to hire, in accordance with the conditions set out below, from the first day of April 2020, the gardens numbered at and containing rods (1 square rod = 25 square meters) or thereabouts.

## Conditions of Hire

### Definition of the Persons Eligible to be Tenants of the Allotment Gardens

1. Any person, who at the time of application to the Council, is resident within the area of Royal Tunbridge Wells, shall be eligible to become a tenant of a garden subject to the statutory provision that one person shall not hold gardens acquired by the Council under the Allotment Act 1908 & 1950 exceeding five acres.

# Termination of a Tenancy of an Allotment Garden

2. The tenancy of the garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of a tenant and shall also terminate whenever the tenancy or right of occupation of the land by the Council terminates.
3. A tenancy may also be terminated by the Council by re-entry after one month's written notice:-
  - (a) If the rent is in arrears for 40 days or more (whether formally demanded or not)
  - (b) If it appears to the Council that the Tenant, not less than three months after the commencement of the tenancy, is not duly observing the rules affecting the garden, or any other term or condition of his tenancy
  - (c) If the Tenant does not carry out written instruction given by the Council within the specified time scale
  - (d) If the Tenant is resident more than one mile out of the Borough.
4. The tenancy may also be terminated by the Council or Tenant by at least twelve months notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year.
5. The Tenant is entitled to terminate the tenancy at any time, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year, when the cancellation is made at the request of the Tenant.
6. On termination the Tenant must leave the garden in good condition and remove all belongings, rubbish and materials.

## Rent

7. The initial rent for the garden shall be £10.50 per rod per annum. The Council reserves the right to review the rent annually and give the Tenant 12 months notice of any proposed change.
8. In March each year the Council will send the Tenant an invoice in advance for allotment rent covering the forthcoming year 1st April to 31st March. If your agreement starts during the year you will initially be sent a reduced invoice covering the start date to 31st March. After that you will receive an annual invoice in March each year.

## Sub-letting

9. The tenancy is personal to the tenant named in this Agreement and the tenant shall not share or part with the possession of the garden, or any part thereof, without the written consent of the Council.

## Upkeep

10. The Tenant shall:-

- (a) keep the garden clean, mainly free from weeds and in a good state of cultivation
- (b) use the greater proportion of the garden for the production of food for consumption by himself and his family and not for sale
- (c) ensure, to the best of his ability, that no offensive matter runs or falls into any stream, ditch, tank etc. on the site and do his best to keep any stream, ditch or tank and the water therein pure and unpolluted and deposit no refuse therein
- (d) keep every hedge, pathway/boundary that forms part of the garden properly cut and trimmed and keep all ditches properly cleansed and maintained and keep in repair any other fences and gates on the garden.

## Marking and Boundaries

11. The Tenant shall provide and maintain on the garden a permanent identification mark bearing the number of his plot, which shall be clearly visible.
12. The Tenant shall not enter or leave the site except through the authorised entrance or entrances.
13. The Tenant shall not use barbed wire or razor wire anywhere in the garden or anywhere else on the site.
14. The Tenant shall not erect or establish any fences, barriers, gates or hedges upon or around the garden without the written consent of the Council, if permission has not been given in writing by the Council and a fence, gate or hedge has been erected by the Tenant, the fence, gate or hedge may be removed by the Council from site and removal costs shall be recovered from the Tenant. Any fence, barrier, gate or hedge which the Council may permit to be erected shall be properly maintained by the Tenant.
15. The Tenant shall not erect any type of fencing/barrier which obstructs pathways and boundary paths in any way.

## Sheds, Greenhouses and Garden Buildings

16. The Tenant shall not, without the written permission of the Council, erect any buildings on the garden. This includes sheds, greenhouses, food cages and poly tunnels. Should the proposed building exceed 6' x 4' x 6' high, application for permission should be made, in writing, to the Parks Dept. On tenancy termination, any shed or greenhouse must be removed (if required) within 14 days. After such time any building left on the plot shall, at the discretion of the Council, be removed or left for the use of the incoming tenant.
17. A Tenant wishing to erect any building on the garden shall apply, in writing, to the Council giving the following details:-
  - (a) a plan showing the location of the proposed building
  - (b) details as to its size, shape and external appearance and colour
  - (c) the materials to be used in its construction and whether new or second hand
  - (d) the foundations
  - (e) the purpose for which the building is to be used
18. The Tenant shall keep any building which the Council may permit to be erected on the garden in a good state of repair and maintenance.

## Trees

19. No fruit trees other than those of dwarf stocks (i.e. bush trees with an ultimate height of 8-10 feet) shall be planted on the garden
20. Any trees planted on the garden other than fruit trees may be removed by the Council and the costs recovered from the Tenant.

## Livestock

21. The Tenant shall not keep on the garden any livestock other than rabbits and/or chickens. Cockerels are not permitted. The written consent of the Council to keep any such livestock must be obtained. The consent of the Council can be withdrawn at any time in the event that such livestock causes a nuisance or threat to health
22. The Council reserves the right to call in the RSPCA if deemed that the welfare and condition of the livestock is not being maintained by the Tenant, the Council will then enforce any instruction given by the RSPCA.
23. The burial of any pets or animals on any part of the garden or anywhere else on the site is strictly forbidden and will result in termination of this Agreement.

# General Conditions

24. The Tenant shall not:-

- (a) cause any nuisance or annoyance to the occupier of any other garden on the site or to the owner or occupier of any adjoining property (including radios and loud music) or obstruct any path on the site set out by the Council for the use of its tenants
- (b) without the written consent of the Council, cut or prune any timber or other trees on the site or take, sell or carry away any mineral, gravel, sand or clay from the garden site
- (c) take any dog (except a guide dog accompanying a blind person) either on or off a lead, onto the garden or site
- (d) allow to be taken onto the garden or site any child under 12 years of age unless accompanied by an adult. In the event of a child so being taken onto the garden or site, to ensure that the child causes no damage or annoyance to any other tenants of the site
- (e) use or permit to be used on the garden or site any obscene, offensive or abusive language
- (f) allow any plant, machinery or tools to be kept on the garden or within the site other than in a building authorised under paragraph 14 above. No plant, machinery, tools or materials other than those normally used in the maintenance or cultivation of the garden shall be stored in any building so authorised
- (g) take or allow any vehicle onto the garden or site except for the purpose of delivering materials. Any such vehicle shall be removed from the site as soon as the delivery of goods is complete
- (h) allow any waste or rubbish to be stored or dumped on the garden or within the site. Large accumulations of rubbish on the site will be removed from site by the Council and the costs will be recovered from all tenants
- (i) install or erect any play equipment (including swings, slides, trampolines) or sports posts, paddling/swimming pools or sandpits onto the garden or site
- (j) install any pond or tank into the ground that is hazardous/ obstructive to other tenants. Ponds and tanks must be maintained and not allowed to stagnate
- (k) use the garden for any commercial purpose
- (l) enter any other garden on the site and not take or remove any plants or crops or equipment from any other garden without the tenant's permission
- (m) bring any materials containing asbestos or bring any carpeting material onto the site for any purpose.

25. The Tenant shall observe and perform all conditions and covenants contained in the lease (if any) under which the Council holds the site. Where applicable a copy will be supplied to the Tenant.

26. The Tenant shall observe and perform any conditions which the Council considers necessary to preserve the garden or site from deterioration and of which notice has been given to the Tenant in accordance with these conditions.

27. No hoses shall be connected to the water tank or any Council supply.

## Chemicals

28. Chemical and other injurious materials must be kept in a locked building in suitable containers clearly marked with the contents.

29. Petrol must not be stored on site.

## Bonfires and Barbecues

30. Before lighting a bonfire or barbecue tenants must carry out the following:-

- (a) check wind direction; ensure smoke will not cause a nuisance to other tenants or local residents
- (b) do not light a fire if damp or misty conditions
- (c) dry material only to be burnt, do not burn oily rags, rubber, plastics, foam, paint or such materials as they will produce heavy or pungent smoke
- (d) no flammable liquids are to be used
- (e) do not leave unattended, douse with water before leaving, portable barbecues must be taken home to be disposed of.

**PLEASE NOTE – Smoke from a bonfire which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort and quality of life of the public, could result in action under the Environment Protection Act 1990. Also, tenants who light a fire within 50 feet (15.24 metres) of the centre of a highway may be guilty of an offence under the Highways Act 1980**

## Power to inspect Allotment Gardens

31. Any officer of the Council shall be entitled at any time to enter and inspect the garden

32. A full inspection of gardens will be carried out by the Council once a year, reports and requests for works to be completed by the tenant will be sent to the tenant which will include a time limit for works to be completed by the tenant

33. If at any time a garden appears to the Council to be uncultivated, the Council reserves the right to cut down all weed growth and charge the Tenant for the cost of doing so.

## Disputes

34. In the case of a dispute between the tenants of any gardens on site, adjoining landowners or the occupier/s of any nearby properties the matter will be referred to the Council whose decision shall be final.
35. Any notice may be served on a Tenant either personally, by leaving it at his last known address, or by sending it to him there by recorded delivery post.

## Interpretation of Terms

36. Throughout these conditions the following interpretations shall apply:-
- (a) The expression 'the Council' means the Tunbridge Wells Borough Council and includes any committee of the Council or any officer appointed by the Council under the Allotments Act 1908 and 1950
  - (b) The expression 'garden' means the individual allotment garden occupied by the Tenant
  - (c) The expression 'site' means the allotment site on which the individual allotment garden is situated.

## Signatures

Signed by the said:-

Signature of the Tenant:

In the presence of Witness:-

Print name of the Witness:

Address of the Witness:

Occupation of the Witness:

Signature of the Witness:

Signed on behalf of Tunbridge Wells Borough Council:

Print name of the Officer:

Job title of the Officer:

Signature of the Officer: