



Doncaster
Metropolitan Borough Council

DATED

20

DONCASTER BOROUGH COUNCIL

-and-

[

]

TENANCY AGREEMENT

**The Directorate of Regeneration and Environment
Street Scene Service Support
North Bridge Depot
North Bridge
Doncaster
DN5 4AN**

**TEL:- 01302 736888
FAX:- 01302 736583**

This Agreement is made on the day of
Two Thousand and

BETWEEN

DONCASTER BOROUGH COUNCIL (hereinafter called "the Council") acting by the hand of a signatory authorised by the Council's Executive Director of Regeneration and Environment (hereinafter called "the Director") duly authorised in that behalf of the one part and

(Name)

(Address)

.....

.....

.....

(Post code)

(Telephone number)

(hereinafter called "the Tenant") of the other part

WHEREBY:

1. The Council agrees to let and the Tenant agrees to takes as tenant on a yearly tenancy from the First day of..... Two thousand and for cultivation as an allotment garden the allotment plot containing square metres or thereabouts (hereinafter called "the Allotment")

plot number

on the plan of the Council's Allotments (hereinafter called collectively "the Allotment Gardens") deposited at the office of the Directorate

at the yearly rent of £ for the site based upon a cost of £ per m² subject to annual review (but not decrease) in accordance with the Council's current fees and charges report and also at an additional yearly rent for variable

water charges based upon site usage (and proportionately for any less period than one year) which rents are payable annually in advance on the First day of April in each year and which proportional payment is payable on the signing hereof.

2. The Tenancy is subject to the following conditions:-

Cultivation of Plot

(a) The Tenant shall keep the Allotment free from weeds and well manured and shall otherwise maintain it in a good state of cultivation and fertility (but taking proper precautions and complying with manufacturer's instructions and health and safety guidance and any relevant laws and taking steps to minimise effects on the environment or neighbouring allotments or other properties and occupiers thereof when using any pesticides or other sprays or chemicals). The Tenant shall not use more than one fifth of the area of the Allotment plot for authorised structures previously approved by the Director in accordance with Clause 2 (e) of this Agreement. The Tenant shall not without the written consent of the Director plant any trees or bushes or any crops that take more than 2 years to grow to maturity except asparagus beds, rhubarb and similar long-term edible crops.

Not to cause damage or obstruction

(b) The Tenant shall not remove or damage any fencing or obstruct or interfere with any path set out on any part of the Allotment Gardens and reserved by the Council for the use of occupiers of the Allotment Gardens.

Not to advertise or commit nuisance

(c) The Tenant shall not fix or display or permit to be erected fixed or displayed on the allotment any advertisement board or other advertising device. The Tenant shall not do or permit any act or thing whatsoever which shall or may be or become a nuisance, cause damage or injury, to the Council or its tenants or to the owners or occupiers of adjoining lands or premises.

Supervision of others

(d) The Tenant shall not bring or allow to be brought onto the Premises any person unless they are kept under the supervision of the Tenant.

Where the Tenant is a community group or other project they shall not bring or allow to be brought onto the Allotment any children or other vulnerable adults unless they are kept under the supervision of a person having passed a Criminal Records Bureau check.

All visitors to the Allotment remain the responsibility of the Tenant.

Buildings store and shelters

(e) The Tenant shall not erect or cause to be erected on the allotment or any part thereof any shed or other building or structure whatsoever for any purpose or use without having first submitted to the Director such information, particulars, plans or drawings and use proposals as the Director may require and without having obtained the Director's written consent. The consent shall be at his absolute discretion and which shall be additional to planning and or building regulation approval (if required) and in giving consent the Director may impose such conditions as he may deem necessary to ensure satisfactory siting, size, standard of materials, workmanship, construction and visual appearance of the building or structure itself and of the Allotment Gardens. Any structure for which approval is granted shall be sited upon a non-permanent base and no asbestos whatsoever is to be used in any part of its construction.

Special consideration will be given to any requests for the erection of community buildings or structures on the Allotment. All requests for such buildings or structures should be done so in writing to the Director.

Removal of buildings etc

(f) The Director shall be empowered to remove or require to be removed at the Tenant's own expense any building, greenhouse or garden frame or structure which does not comply to agreed conditions. On the removal thereof for any reason whatsoever the Tenant shall be required at his own expense to restore the site to the complete satisfaction of the Director.

Keeping of livestock, birds etc

(g) The Tenant shall not without the Director's written consent keep any birds, bees, insects or livestock on the Allotment and in giving consent the Director shall be empowered to impose such conditions as he may deem necessary. Where consent is given the Tenant shall comply with the current statutory requirements and attention is particularly drawn to the Animal By Products Order 1999 which shall be read and construed as part of this Agreement. The Tenant shall not keep any other animal on the Allotment. Horses are not permitted on any part of the Allotment Gardens.

Control of dogs

(h) The Tenant shall not bring any dog onto the Allotment unless it is kept on a lead and under the full supervision of the Tenant. Dogs are not permitted to be kennelled overnight anywhere on the Allotment Gardens. The Tenant shall clear up any dog fouling from the Allotment Gardens.

Pruning and removal of trees and hedges pruning and removal of gravel etc

(i) The Tenant shall not cut, prune or remove any timber or trees or hedges on the allotment site, without the written permission of the Director, other than boundary hedges which must be maintained in accordance with Section 2 Subsection (o). The Tenant shall not take, sell or carry away any material, gravel, sand, soil, clay or turf without the written permission of the Director which shall be at his absolute discretion and in giving consent the Director may impose such conditions as he may deem necessary.

Not to underlet or assign Vacation of Tenancy

- (j) The Tenant shall not underlet, assign or part with possession of the Allotment or any part thereof. In the event of the Tenant vacating his tenancy of the Allotment the Council shall reserve the right to vary the area of the Allotment and to offer the Allotment to the next person on the waiting list or any other person. The Council shall not be liable to pay to the outgoing Tenant compensation for any buildings or other structures whether erected with consent or not.

Inspection

- (k) Any officer of the Council shall be entitled at any time to enter and inspect the Allotment.

Single Allotment Tenancy Only

- (l) The Tenant shall not at any time during the continuance of this Agreement be or become the Tenant of more than one allotment without the written consent of the Director which shall be at his absolute discretion. In giving consent the Director may impose such conditions as he may deem necessary.

Boundary Features

- (m) The Tenant shall not erect any fence, post, wire, hedge or any other means of demarcation of any height or form without written permission from the Director and in giving consent the Director shall be empowered to impose such conditions as he may deem necessary. In particular the Tenant shall not use barbed wire for a fence adjoining any part set out by the Council for the use of the occupiers of the Allotment Gardens.

- (n) Any question or dispute between the Tenant and any other tenant or tenants of the Council as to the maintenance of boundaries fences or hedges shall be referred to the Director whose decisions shall be final and binding upon all parties.

- (o) (i) The Tenant shall be responsible for the maintenance of

boundary features around the Allotment (including but not limited to any hedges which the Tenant shall keep properly cut and trimmed to a height of not more than 1.5m high and to a width of not more than 0.6m, but otherwise the Tenant shall not remove any trees or hedges from any part of the Allotment or its boundaries without the written consent of the Director).

(ii) The Tenant shall be responsible for the removal of any weeds along the outer edge of any boundary feature.

Vehicles and vehicle storage

(p) The Tenant shall not permit any vehicle or other object whether fixed, mobile or transportable to stand on the Allotment without the written consent of the Director.

Not to use for business or residential purposes

(q) (i) The Tenant shall not use the Allotment for any purpose connected with any trade or business.

(ii) The use of the Allotment shall be restricted to agricultural or horticultural operations performed in pursuit of leisure recreation, but excluding the growing of any prescribed substances.

(iii) The Tenant shall not nor permit any person to reside on the Allotment at any time.

Not to excavate or tip

(r) The Tenant shall not make any excavation in or tip any materials on the Allotment so as to alter materially the level thereof except as may be minimally necessary for the purposes of cultivation.

Extermination of vermin

(s) The Tenant shall not use or cause or permit to be used any firearm or other lethal or explosive device or any chemicals, gas or other materials on the Allotment or in any part of the Allotment Gardens for the extermination of vermin. Where vermin infestations are present the Tenant shall notify the Director and upon doing so appropriate action will be taken.

Footpaths

(t) The Tenant shall not lay or cause or permit to be laid on the Allotment any material so as to form a permanent footpath or roadway.

Not to deposit scrap or litter

(u) The Tenant shall not cause or permit or suffer the deposit or accumulation of any offensive or unsightly materials scrap, litter, extraneous waste or refuse or any harmful or noxious materials on the Allotment including asbestos in any form and if such deposit or accumulation arises with or without his knowledge the Tenant shall be responsible for its removal.

Leave in good condition

(v) The Tenant shall on the termination of the tenancy whether by notice or otherwise leave the Allotment in good and tenantable condition. If the Tenant fails to comply with this obligation and has still not done so after 7 days' notice from the Council then the Council may carry out such works as considered necessary by the Council at the cost of the Tenant.

Notification of Contact Details

(w) The Tenant shall immediately notify the Director in writing of each and every change of the Tenant's name, address, telephone number, or email address.

Data Protection

(x) For allotment site management reasons the Council may need to keep a record of the Tenant's address and contact details and rent

payment details both on computer and in paper form – this information may occasionally be disclosed to third parties for reasons compatible with above purpose; the Tenant acknowledges this and hereby grants and confirms their consent to that being done and to those records being archived and kept by the Council for a period of up to 5 years from the date of expiration of this Tenancy.

Fires

(y) The Tenant must adhere to the Environmental Protection Act 1990, Clean Air Act 1993 and Highways Amendment Act 1986 and any subsequent Acts.

Water Butts

(z) The Tenant shall ensure that baths are not used as water butts on any part of the Allotment Gardens and that anything else used as a water butt is fit for that purpose and has a lid or other cover on it.

3. Grant Applications and Accounts and Insurance

(a) Where the Tenant is a community group or other project they shall not make any grant applications for external funding without the prior written approval of the Director. They shall keep accounts providing a copy thereof to the Council upon request and supply a copy of an audited financial statement to the Council annually upon request, and shall maintain public liability insurance cover of a suitable limit with a reputable insurer complying with the insurer's requirements and providing a copy of the insurance policy and schedule thereto to the Council on request.

(b) All community groups or other projects using the Allotment must have up to date Risk Assessments and Safe Working Practices which are adhered to at all times.

Determination of Tenancy

4. The Tenancy shall be determined on the Thirty-first day of March next after the death of the Tenant or it may also be determined as follows:-

(a) By re-entry after three months notice in writing to the Tenant in

the event of the land being required for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

(b) By re-entry after three months notice in writing to the Tenant or with shorter notice in case of emergency in the event of the land being required by the Council for any purpose (not being use of the land for agriculture) for which it was acquired or has been appropriated under any statutory provisions.

(c) By re-entry by the Council after one month's notice:

- (i) If the rent is in arrear for more than 40 days whether legally demanded or not
- (ii) If the Tenant has not remedied a breach of any his obligations under this Agreement within 28 days of being required to do so by the Council
- (iii) If the Tenant becomes bankrupt or enters into a composition or other settlement with his creditors

(d) Upon the Agreement being terminated by the Council due to clauses (i) – (iii) the same Tenant shall be prohibited from renting another allotment elsewhere within the Borough of Doncaster for 5 years.

(e) By either the Council or the Tenant giving to the other not less than 12 months' notice in writing expiring on or before 6th April in any year or expiring on or after 29th September in any year.

5. Compensation for crop loss and manural value

In the event of the Council taking possession of the Allotment in accordance with Clause (a) and (b) above the Council shall pay to the Tenant such compensation for loss of crops and manural value as shall be agreed between the Council and the Tenant or failing agreement by arbitration.

6. Variation of Agreement

The Council reserve the right to vary the conditions of this Agreement by twelve month's notice writing expiring on the Thirty-first day of March in any year.

7. Serving of Notice

Any notice required to be given under this Agreement shall be deemed good if signed by or serviced upon the Director on behalf of the Council and on the part of the Council sent by pre-paid post to the Tenant at his usual or last know address.

8. Council Obligations

(a) Where existing water supplies are present on the Allotment Gardens these shall be maintained by Officers of the Council. The tenant shall report any damage or faults with the water supply to the Director and upon doing so appropriate action will be taken.

(b) A suitably qualified Council Officer will inspect any trees or hedgerows on the Allotment Gardens following a request made to the Director for this service, and upon doing so appropriate action will be taken.

(c) Security padlocks will be provided for all perimeter gates, where present, on the Allotment Gardens. Standard keys for the security padlocks will be made available to the Tenant for a nominal fee.

SIGNED by the within-named

Tenant signature.....

Tenant printed name.....

in the presence of :-

Witness signature

Witness printed name

AS WITNESS the hands of the parties hereto

SIGNED by the

DMBC Officer signature.....

DMBC Officer printed name.....

in the presence of :-

Witness signature

Witness printed name

NOTES

Payment of rent

All rent payable under this Agreement should be paid by any of the methods detailed on the renewal demand.

Enquiries of Tenancy

Applications for tenancy or enquiries with respect to any matters relating to allotment gardens should be made to the Director..

Proof of Identification

Satisfactory evidence of the tenant's identity, including name and current address, will be required upon the signing of this agreement.

SPECIMEN