

Joint Allotment Tenancy Agreement

AN AGREEMENT made the _____ day of _____ **20**
BETWEEN OTTERY ST MARY TOWN COUNCIL The Old Convent, 8 Broad Street,
Ottery St Mary Devon EX11 1BZ (**hereinafter called 'the Council'**) of the one part and
of

(**hereinafter called 'the Principal Tenant'**) and
of

(**hereinafter called the 'the**

Secondary Tenant') of the other part.

WHEREBY

The Council agrees to let and the Tenant agrees to take Allotment (Number _____) which has a total area of _____ square metres situate at the Allotment Gardens, Higher Ridgeway, Ottery St Mary on a yearly tenancy from the First day of January 2018 until terminated as hereinafter provided subject to the following terms and conditions

1. The annual rent will be subject to annual review by the Council

2. The Principle Tenant and Secondary Tenant hereby agree with the Council as follows and will be referred to as 'the Tenant' unless otherwise stated in the agreement:

- a) To pay the annual rent of £ _____ in advance on or before 1st January each year (the first payment to be made on the signing of this agreement) (the Principle Tenant will be held responsible for all payments and correspondence relating to the allotment)
- b) To use the allotment as an *allotment garden and for no other purpose without the prior consent, in writing, of the Council.
- c) No new tenant or household will have the right to more than one allotment. However, if for historical or other reasons a tenant has been permitted to have more than one allotment, the Council may give 12 months' notice if the allotment is required for a new tenant. To reside within the outer boundary of the allotment authority (the Parish of Ottery St. Mary). If a tenant is permitted to reside outside this boundary, the Council may give 12 months' notice if the allotment is required for a new tenant who lives within the boundary.
- d) The Tenancy will cease on the death of the Principal Tenant and Secondary Tenant. In the case of the death of either the Principal or Secondary Tenant the tenancy will revert to a single tenancy agreement in the other's name.
- e) To be responsible for the provision of adequate and appropriate public liability insurance in respect of their personal liabilities associated with operating the allotment. The Council will arrange this on behalf of the Tenant and the cost will be included in the annual rental.
- f) The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the Council in respect of any such claim made against it.
- g) The Council shall accept no liability to the Tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.
- h) Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.

3. The Tenancy can be terminated by the Council, giving one month's notice, if:

- a) The rent is in arrears for 40 days or more, whether legally demanded or not.
- b) After 3 months tenancy, 25% of the allotment is not clean and in a good state of cultivation and after 12 months tenancy 100% of the allotment is not clean and in a good state of cultivation.
- c) The Tenant has failed to comply, within a reasonable time, with a notice requiring the Tenant to remedy any failure to observe the conditions of this agreement.

4. The Tenancy can also be terminated by:

- a) The Council, giving 12 months' notice before 1st January in any year.
- b) The Council, giving 3 months' notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the Council by other agencies.
- c) The Tenant, giving 3 months' notice, at any time

5. The Tenant will:

- a) **keep** the allotment clean and in a good state of cultivation and fertility, 75% of which should be cultivated.
- b) **not** cause any nuisance or annoyance to any other tenant.
- c) **not** obstruct or encroach upon any path set out by the Council for the use of other tenants.
- d) **not** sub-let or assign, to another person, any part of the allotment.
- e) **not**, without the written consent of the Council, cut or prune any trees, or take or sell any mineral, gravel or clay.
- f) **not** use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the Council for the use of other tenants
- g) **keep** all paths adjacent to their allotment clean, mown and free from weeds and obstructions.
- h) **not** plant any fruit trees
- i) **not** place on the allotment any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of a tenant's allotment
- j) **not** place any matter in the hedges, ditches, access roads or on any adjoining land
- k) **not** light any bonfire when the wind may blow smoke towards the adjacent properties and will **not** allow it to burn unattended.
- l) **not** bring any dog onto the allotments except guide dogs or assistance dogs.
- m) **not** store any combustible fuels.
- n) **not** use tyres on the allotment for any purpose whatsoever.
- o) **not** place any carpet on the allotments
- p) **not** use any hoses or siphons to water allotments
- q) **not** keep any animals or livestock of any kind on the allotment.
- r) **not** erect any notice or advertisement on the allotment.
- s) **notify** the Council of any change of address.
- t) **observe** and perform any other special conditions, which the Council considers necessary to preserve the allotment from deterioration.
- u) **remove** weeds before they go to seed and become a nuisance to other plot holders. When using sprays or fertilizers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
- v) **ensure** all water receptacles are stable, not sunken and have secure covers.

w) **Keep** the supplied toolbox in good condition

6. Permitted Structures

Compost bins and tool boxes are permitted on an allotment. Polytunnels will not be permitted, however standard sized cloches are acceptable. A small greenhouse may be permitted at the discretion of the Council no larger than a 6'x 4' base x 6' height. Sheds are permitted provided that they do not exceed 6'x4' base x 6' height. They shall be built of overlap timber under an apex green felt roof. They will be stained only in natural wood colour. The shed must be securely mounted to a prepared base. The shed will be the responsibility of the Tenant. The Council cannot take any responsibility for the shed and reserves the right to remove if it is not adequately maintained or is in a dangerous state. Permission prior to erection must be sought from the Council and its position approved

7. Eviction Procedure:

The process for eviction is the responsibility of the Allotment Management Committee and takes the form of a number of notified inspections throughout the year by committee members. These inspections can result in an initial letter and a final letter being sent to tenants whom the committee regards as not complying with the conditions of letting. If, after the final letter, no improvement is deemed to have been made, then the committee will recommend to the Council that the Tenant be evicted. The plot will need to be vacated within one month of an eviction notice being issued.

8. Miscellaneous

- i. Any officer or member of the Council or Allotment Management Committee will be entitled, at any time, to enter and inspect the allotment.
- ii. The Town Clerk or an Assistant to the Town Clerk may sign any notice or agreement required to be given to the Tenant.
- iii. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or structure erected on the Allotment unless the Council agrees otherwise which shall be confirmed in writing to tenant.
- iv. The Allotment Committee will be responsible for the day to day administration of the allotments. An Assistant to the Town Clerk will be responsible for the allocation of plots.
- v. This agreement replaces all previous allotment agreements, if any exist, between the Council and the Tenant.
- vi. All persons taking the tenancy of an allotment automatically become members of the Allotment Association and may attend the AGM and stand as a committee member.
- vii. The Constitution of the Allotment Management Committee is displayed in the Allotment Gardens Notice board.

** An allotment garden means an allotment not exceeding a quarter acre, which is wholly or mainly occupied and cultivated by the Tenant for the production of vegetable or fruit crops, other than apples, pears and plums, for the consumption by the Tenant or the Tenant's family, and flowers, provided these are not grown for commercial purposes.*



Town Council Clerk

We agree that we will abide by the aforementioned conditions

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.....

Signature of Principal Tenant

Signature of Secondary Tenant

Print Name.....

Print Name

Notes regarding Joint Allotment Tenancy Agreement

- *Where two parishioners wish to jointly work an allotment then, subject to below, both tenants shall sign a Joint Allotment Tenancy Agreement.*
- *One of the joint tenants shall be nominated as the 'Principal Tenant' and will be responsible for all payments and correspondence relating to the allotment.*
- *Where an existing single tenant wishes to have a joint tenancy, then they must make an application for a joint tenancy, nominating the Secondary Tenant at the start of the tenancy annual year (i.e. 1st January). The existing plot holder shall be the "Principal Tenant".*
- *Both tenants shall agree to comply with and observe the allotment rules, but in the final analysis only the Principal Tenant shall be held responsible for payments and ultimately for the condition and maintenance of the plot. (Both tenants must live in the parish.)*
- *In the event of the death of the Principal Tenant, the tenancy will automatically revert to a single tenancy in the name of the Secondary Tenant and vice versa.*
- *If either party wishes to give up their joint tenancy then they must write to the Council giving three months' notice. At their discretion, the Council may accept a shorter notice period. In the event of one tenant giving up their joint tenancy then the tenancy will automatically revert to a single tenancy in the name of the remaining tenant.*

SPECIMEN AGREEMENT