



**ALLOTMENT
PLOT HOLDER
TENANCY AGREEMENT**

This Tenancy Agreement dated February 2018 supersedes all Tenancy Agreements previously issued.

Tenancy Agreement – updated February 2018

1. Assignment of Allotments

- 1.1 The tenancy of an Allotment is personal to the Tenant named in the agreement. The rental year runs from 1st January to 31st December each year.
- 1.2 With effect from 01/01/16 existing plot holders who have not paid a deposit and want an additional plot, pay the full deposit at the current rate (£50). Existing plot holders who have paid a deposit and want an additional plot, pay 50% of the full deposit at the current rate. Where the holder of multiple plots surrenders a plot, and the ground was left in a good condition the deposit was refunded in accordance with the amount of deposit originally paid for that plot.
- 1.3 A key (where applicable) will incur a £5 refundable deposit. Duplication and/or copying of keys is strictly forbidden. If additional keys are required, they may be purchased from the Council.
- 1.4 The Tenant may not assign, sublet or part with possession or control of all or any part of their Allotment.
- 1.5 Within the first three months the Tenant is within a probationary period. If the Tenant chooses to return the Allotment to the Council during this period the Tenant will have rental returned minus a £10.00 administration fee. If the Tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated and the plot returned to the Council for re-letting.
- 1.6 The Tenant shall permit the inspection of the Allotment and any structure placed on thereon at all reasonable times by any officer of the Council.
- 1.7 Tenants taking up an Allotment within the rent year will pay a proportion of the rent based on 1/12th of the annual rent for each completed month remaining. A Tenant may voluntarily relinquish the Allotment before any year-end but no rebate will be payable.
- 1.8 If the Tenant shall have been in breach of any of the provisions of this Agreement for a period of one month or longer, the Council may re-enter upon the Allotment and the tenancy shall therefore come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent due before the time of such re-entry but remain unpaid.
- 1.9 This agreement is subject to the Council's Allotment Rules (and any changes to them) made under Section 28 of the Small Holdings and Allotments Act 1900 (as amended) the Local Government Planning and Land Act 1980 and any other relevant legislation.

The Tenant shall during the tenancy carry out the following obligations:

2. Cultivation and Weed Control

- 2.1 The Allotment shall be kept in a clean, decent and good condition. This shall include the provision of a path of one metre to any boundary as marked on the plan. Fences and hedges to the said plot shall be kept trim and in decent order. The Tenant shall not remove, obstruct, or permit the obstruction of any paths on the Allotment. Plot numbers where provided by the Council shall be maintained in good condition and displayed.
- 2.2 Allotments must be maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated.
- 2.3 The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from weeds. It is the Tenant's particular responsibility to keep the plot free of flowering weeds that cause a nuisance to adjoining Tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the Tenant will be sent a weed notice letter. A further inspection will be carried out up to 4 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent.
- 2.4 Tenants should take caution when using pesticides so as to not contaminate or cause nuisance to neighbouring plots.

3. Trees and Invasive Plants

- 3.1 The Tenant shall not without first obtaining written consent of the Council, cut, top or fell any tree growing on the Allotment.
- 3.2 No tree other than a traditional fruit bearing tree shall be permitted on the Allotment without the permission of the Town Council. Traditional fruit bearing trees must not exceed 3 metres in height and 3 metres in spread. Should the Town Council deem it necessary to reduce the trees to within these restrictions, the plot holder shall be liable for the costs.
- 3.3 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres.
- 3.4 The Council reserves the right to enter any plot, with or without the consent of the Tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the Tenant then removal costs will be charged to the Tenant. Failure to pay for removal costs will result in tenancy termination.

3.5 Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the Tenant then the tenancy will be terminated and plants removed at cost to the Tenant.

4. Ponds

4.1 No pond is to be constructed without written approval from the Council and any such pond is to be adequately and securely guarded.

4.2 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the Allotment space by an existing Tenant will be seen as unwanted waste and will result in a Tenant being put on notice.

5. Plot Use and Storage

5.1 Tenants must use their Allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the Allotment Association of that site.) Tenants may not use their Allotment as a place of residence and/or sleep overnight.

5.2 The Allotment is rented to the Tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.

5.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

5.4 Construction materials, paving and timber for infrastructure work must be used within 12 months.

5.5 Quantities in excess of the above will be regarded as unacceptable and the Tenant ordered to remove them. Failure to do so will result in the materials being removed by the Council, the Tenant charged with the cost and notice of termination given.

6. Nuisance, Water, Bonfires and Other Restrictions

6.1 No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the Allotments provided by the Council. Bonfires are only permitted with the express permission of the Town Council.

6.2 Water supply is subject to season restrictions and hosepipe bans.

1. When a Temporary Hosepipe Ban is **NOT** in force in Littlehampton
The use of hosepipes and sprinklers, (other than those that are hand held, or those that are being used for the filling of water butts) is banned.*

2. When a Temporary Hosepipe Ban **IS** in force in Littlehampton
The use of hosepipes is banned entirely, with the exception of their use to fill water butts.*

*(Exemptions may be sought in cases of disability and/or infirmity by seeking permission in writing from the Town Clerk).

- 6.3 Bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution.
- 6.4 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 or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 6.5 Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.
- 6.6 All potentially toxic materials should be removed from the Allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials will lead to termination and recovery of removal costs.
- 6.7 The Council reserves the right to prohibit bonfires on a specific plot and/or group of plots.
- 6.8 No carpets or similar materials shall be placed on plots other than commercially produced products specifically for the purpose of suppressing weeds and in any case without the permission of the Town Council.

7. Waste Materials and Pollutants

- 7.1 The Tenant should not deposit or allow others to deposit, on the said Allotment, any earth, refuse or other materials except only manure in quantities such as may reasonably be required for immediate use in cultivation. Garden waste may only be left on the site if it originates from that plot or is appropriate for and being used for compost and is in reasonable quantities. Abuse will result in immediate tenancy termination and prosecution.
- 7.2 Should the Council consider it necessary to remove any materials, building or vehicle from the said Allotment or to carry out any work in order to return the ground to a reasonable state of cultivation, then the Council may carry out this work and recover any costs incurred from the Tenant.
- 7.3 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.
- 7.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials

such as shelving, angle iron or bath tubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.

- 7.5 All non-diseased vegetative matter shall be composted and used on the Tenant's Allotment. Diseased plants and perennial weeds can be burned in an incinerator.
- 7.6 The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.
- 7.7 In the event that a Tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the Tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the Tenant.
- 7.8 If Tenants witness someone illegally fly tipping rubbish onto Allotment land they should immediately contact the police.

8. Structures and Fences

- 8.1 The Tenant shall not erect any building or other structure on the Allotment nor fence the garden without first obtaining the written consent of the Council and the Council reserve the right to specify the type and size of buildings to be erected. Tenants may not bring or use barbed/razor wire on the Allotment.
- 8.2 Any structure on the Allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure the Tenant must either repair it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Council may remove it and charge the Tenant the full cost of removal and disposal.
- 8.3 Any structures erected on the Allotment shall not be made from hazardous materials and the colour shall be in keeping with the natural environment.
- 8.4 The maximum size of a shed is 8 feet x 6 feet x 6 feet.
- 8.5 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 8.6 All structures must be kept within the boundary of the Allotment.
- 8.7 Solid fences adjacent to neighbours plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.

9. Paths and Haulage Ways

- 9.1 Shared paths between two Allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining Tenant; paths must be kept clear of

obstructions at all times.

- 9.2 All paths should be wide enough for easy pedestrian access to neighbouring Tenants' plots.
- 9.3 Where car parking or vehicle access is permitted on an Allotment site, the Tenant must ensure that all haulage ways have free access for other users.
- 9.4 Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from Allotment sites.

10. Dogs, Livestock and Bees

- 10.1 No livestock or poultry of any kind shall be kept upon the Allotment, unless for the Tenant's own domestic consumption and not without the express permission of the Council. No cockerels will be permitted on any allotment site.
- 10.2 No dog shall be brought into or kept in the area of the Allotments by the Tenant or one acting with his authority or approval unless properly leashed and any litter arising from this should be cleaned up and removed from the site.
- 10.3 Tenants with persistently barking dogs or dogs that harass Allotment Tenants will be put on notice and shall have dogs barred from Allotment sites.
- 10.4 Bees may only be kept on the following Town Council allotment sites:
 - Mill Lane
 - Trinidad
 - Worthing Road
- 10.5 The placement of bees on site without written permission from the Town Council is forbidden. A bee agreement is required of which full details can be requested from the Town Council or downloaded from www.littlehampton-tc.gov.uk.
- 10.6 The placement of bees on site without a bee agreement will be subject to immediate removal at cost to the Tenant and a bee agreement will not be agreed retrospectively.
- 10.7 The placing of beehives on an Allotment is subject to acceptance by the Tenant of direct responsibility for insurance and compliance with the Bee Keepers Agreement, including notifying the Department of Agriculture of their location. Beehives are subject to requests in writing.
- 10.8 No animals or livestock (other than bees and hens) may be kept overnight on Allotment land or close to residential properties.
 - 1. The platform of a hen coop should be raised high enough (600mm) to allow cats and/or small dogs to pass underneath.
 - 2. The fencing should be buried well into the ground (300 mm) around the coop and run.
 - 3. No more than 6-12 hens should be kept on a plot. Please allow a meter square

- of floor space for every five large fowl or six medium hens or bantams.
4. There have been problems with regard to vandalism in the past with hen runs and plot holders are advised to speak to representatives of the Allotment Association for further guidance.
- 10.9 Feeding of foxes or feral animals is not permitted at any time.
 - 10.10 Feeding of birds is only permitted during winter months and all food should be placed on a raised platform to avoid attracting vermin.
 - 10.11 The trapping, killing and/or removal of foxes from the allotment sites is not permitted. A moratorium has recently been in place regarding this practice. Following a trial period this has been reviewed. There is now a permanent and total ban on this.
 - 10.12 The use or storage of traps by plot holders for the capturing of any mammal, reptile or amphibian is prohibited. Any traps must be removed from plots with immediate effect.
 - 10.13 The storage and disposal of bird and animal carcasses/remains on the Town Council's allotment sites is prohibited.
 - 10.14 Any plot holder found to be carrying out any of the above detailed in 10.11 to 10.13 will have their plot tenancy terminated with immediate effect.

11. Rent

- 11.1 Rental increases are generally proposed by the Allotments Working Group and agreed by the Community Resources Committee, giving a full one year's notice of any pending increases.
- 11.2 Rent may be increased at any time provided the Council takes reasonable steps to give at least six months' notice by way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.

12. Observance of Rules

- 12.1 Tenants must observe and comply with current rules, regulations and policies, and those which the Council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).

Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an Allotment or site.

13. Site Safety, Security and Duty of Care

- 13.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition

which cannot be shown to be justified.

- 13.2 No Tenant must cause another Tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.
- 13.3 The Allotments and site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 13.4 In the case of two Tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Council reserves the right to end the tenancy of both parties. The Council reserves the right to consult with the site representative and Allotment Federation regarding any such disputes.
- 13.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves and in particular during the use of strimmers, rotovators and other equipment, obstructions on paths and the application of chemicals, pesticides or fungicides or by the construction of any features on the Allotment.
- 13.6 Any structure or any other item considered hazardous should be removed after instruction from a Council officer. Failure to do so will see the Council remove the structure or item with costs charged to the Tenant and may result in termination.
- 13.7 Petrol, oil fuel or other inflammable liquids must be stored safely in appropriate containers and in appropriate amounts. Storage of large quantities of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution.
- 13.8 Particular care should be taken when using mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 13.9 Unsafe working practices may result in plot termination and the Tenant shall be liable for any damage or injury caused by unsafe working practices.
- 13.10 Tenants may not bring, use or allow the use of barbed or razor wire on the Allotment.
- 13.11 All Tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.
- 13.12 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the Allotment. Tenants are advised not to store any items of value on the Allotment, and to insure and mark any items kept at the Allotment. Tenants should report incidents of theft and vandalism to their site representative and the police.

14. Unauthorised Persons

- 14.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the site.
- 14.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 14.3 The Tenant is responsible for the behaviour of children and adults visiting the Allotment. In an instance where a visitor breaches site rules then the Tenant will be held equally responsible.
- 14.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.

15. Vehicles, Tents and Caravans

- 15.1 Motor vehicles may not be parked overnight or deposited on the Allotment. Caravans and live-in vehicles are not permitted on any Allotment land.
- 15.2 Overnight erection of tents and other temporary structures, as well as overnight camping, are not allowed on Allotment land.

16. Plot Numbering, Plot Splitting and Notices

- 16.1 Tenants must mark the Allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the haulage way or main access path.
- 16.2 Where plots do not have numbers clearly on display the Council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by a Council officer or authorised person.
- 16.3 Site Society or Association, Federation and Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer. Tenants are not to interfere or otherwise deface any notice erected by the Town Council nor erect any form of notice without the express permission of the Town Council

17. Change of Address and Notices

- 17.1 Tenants must immediately inform the Council, in writing, of changes of address or status.
- 17.2 If a Tenant moves to an address outside of the boundary of the Littlehampton Town Council they will have their tenancy terminated.
- 17.3 Notices to be served by the Council on the Tenant may be:

- a) Sent to the Tenant's address in the Tenancy Agreement (or as notified to the Council under these rules) by post, registered letter, recorded delivery or hand delivered; or
- b) Served on the Tenant personally; or
- c) Placed on the plot.

17.4 Notices served under paragraph 17.3 will be treated as properly served even if not received.

17.5 Written information for the Council should be sent to: Littlehampton Town Council, Manor House, Church Street, Littlehampton BN17 5EW or by email ltc@littlehampton-tc.gov.uk

18. Application

18.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented Allotments.

18.2 Where Allotment tenancies are rented to a group i.e. a school they are asked to select a designated named Tenant but are collectively subject to all the rules of the site.

19. Terms and Interpretation

In these rules the words used are to have the following meaning:

19.1 **Allotment:** A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops.

19.2 **The Council:** Littlehampton Town Council.

19.3 **Tenant:** A person who holds an agreement for the tenancy of an Allotment.

19.4 **Site:** Any area of Allotments that are grouped together at one location.

19.5 **Rent:** The annual rent payable for the tenancy of an Allotment.

19.6 **Review notice:** Any notice of reviewed rental charges.

19.7 **Site representative:** An Allotment Tenant who works as a middle person between the Council and the Tenants and helps oversee the Allotment.

19.8 **Tenancy agreement:** A legally binding written document which records the terms and conditions of letting, of a particular Allotment(s), to an individual Tenant or group.

19.9 **Haulage way:** A common route within the site for vehicular and pedestrian access to Allotments.

19.10 **Authorised officer:** A member of staff of Littlehampton Town Council.

19.11 **Other authorised person:** The Tenant or invited guest.

19.12 **Cultivation:** Keeping the plot in good productive order by the maintenance and improvement of soil; ornamental plants, herb, flower, fruit and vegetable crops; the control and prevention of flowering weeds.

19.13 **Paths:** Dividing paths between Allotments.

20. The Council's Responsibilities

The Council shall pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the Allotment.

20.1 **Administration:** Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.

20.2 **Repairs and maintenance:** Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.

20.3 **Rubbish clearance:** To remove rubbish which has been fly-tipped.

20.4 **Liability:** The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on Allotment and need not replace any shed and or greenhouse which is destroyed or damaged.

21. The Complaints Procedure

21.1 The Council aims to provide a high quality of Allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to Littlehampton Town Council.

22. Tenancy Termination

On the termination of this tenancy, the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1980 but if the Tenant shall have paid or promised any compensation by any incoming Tenant of the Allotment the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

It is the policy of Littlehampton Town Council to encourage all plot holders to join the Littlehampton Allotment and Leisure Garden Association (LALGA). Application for membership and further details are available from the Secretary: Mr A Humphrey, 57 Belloc Road, Littlehampton. BN17 7EZ.



Littlehampton Town Council

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