



**ALLOTMENT  
PLOT HOLDER  
TENANCY AGREEMENT**

This Tenancy Agreement dated November 2019 supersedes all Tenancy Agreements previously issued.

## Tenancy Agreement – Approved by the Community Resources Committee 05/09/19

### 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 1<sup>st</sup> January to 31<sup>st</sup> December each year.
- 1.2 The Tenant shall use the allotment as an allotment only as defined by the Allotment Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit flower crops for the consumption and enjoyment by the Tenant and his/her family) and for no other purpose and to keep it clean free from hazard and in a good state of cultivation and fertility and in good condition.
- 1.3 With effect from 01/01/16 existing allotment holders who have not paid a deposit and want an additional allotment, pay the full deposit at the current rate (£50). Existing allotment holders who have paid a deposit and want an additional allotment(s), pay 50% of the full deposit at the current rate. Where the holder of multiple allotments surrenders an allotment, and the ground is left in a good condition the deposit is refunded in accordance with the amount of deposit originally paid for that allotment.
- 1.4 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. If a key is returned and is found to be a duplicate no deposit will be refunded.
- 1.5 The Tenant may not assign, sublet or part with possession or control of all or any part of their Allotment. Proof of the tenant's name and address must be shown as part of the application process. A telephone number or email address **must** be provided – no tenancy will be assigned without these details.
- 1.6 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 75% of the rental returned minus a £10.00 administration fee.
- 1.7 If the Tenant undertakes no significant work (no less than 40% cultivation) to an allotment within the first three months of receiving the allotment then the tenancy will be terminated, the allotment deposit retained, and the allotment returned to the Council for re-letting.
- 1.8 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. Sheds and greenhouses must be made available for inspection upon request of the Council.
- 1.9 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 full month remaining. A Tenant may voluntarily relinquish the Allotment before any year-end, but no rebate will be payable.
- 1.10 If the Tenant shall have been in breach of any of the provisions of this Agreement 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.

- 1.11 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.
- 1.12 Allotment sizes are approximate and let as small (62.5 sq. metres), medium (125 sq. metres) and large plots (250 sq. metres).

**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 to any boundary which must be kept clear of obstruction and crops. Fences and hedges to the said allotment shall be kept trim and in decent order. The Tenant shall not remove, obstruct, or permit the obstruction of any paths on the Allotment. All new allotment sites will have the provision of a 1 metre path between allotments which must be retained.
- 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 and a notice of termination will be issued.  
An area dedicated to hen keeping will be included within the 75% cultivated area.
- 2.3 The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from weeds. It is the Tenant's responsibility to keep the allotment free of flowering weeds that cause a nuisance to adjoining Tenants. Where on inspection or as the result of complaints, an allotment with weeds is identified the Tenant will be sent a weed notice letter. A further inspection will be carried out 3 weeks after the date on the notice letter. If there are no improvements in cultivation a notice of termination will be sent.
- 2.4 Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for control of pests, diseases or vegetation. Tenants will always comply with current legislation and regulations as to the use and storage of pesticides.

## **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 dwarf stock fruit bearing tree shall be permitted on the Allotment without the permission of the Council. No fruit trees or bushes should be planted so that they encroach on paths – all trees should be planted at least 1.5 metres inside the boundary of the allotment. The Tenant is responsible for ensuring that fruit bearing trees and bushes are regularly pruned so as not to exceed 2.5

metres in height and 2 metres in spread. Should the Council deem it necessary to reduce the trees to within these restrictions, the allotment holder shall be liable for the costs.

- 3.3 All fruit trees must be selected 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 allotment, 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. 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.
- 3.6 Tenants must take steps to prevent the spread of harmful weeds. The following weeds may be a danger to animals, or cause problems for crop production if left to spread unchecked:
- common ragwort
  - spear thistle
  - creeping or field thistle
  - broad-leaved dock
  - curled dock
- If Tenants have or think they may have any of the above on their allotment, then they must report the matter to the Council immediately.

#### **4. Allotment Use and Storage**

- 4.1 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 LALGA and **ONLY** with prior permission of the Council. Tenants may not use their Allotment as a place of residence and/or sleep overnight or allow any other person to do so.
- 4.2 The Allotment is rented to the Tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.
- 4.3 Only materials for use on the allotment may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- 4.4 Construction materials, paving and timber for infrastructure work must be used within 6 months.
- 4.5 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 a termination notice being given.

- 4.6 Only green waste generated on an allotment may be stored or composted there. Bringing additional green waste onto site is strictly prohibited.
- 4.7 No children's play equipment such as swings and slides are permitted on allotment plots.

## **5. Nuisance, Bonfires, Water and Other Restrictions**

- 5.1 No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the Allotments provided by the Council or neighbouring properties.
- 5.2 Barbeques or other outdoor cooking equipment are prohibited.
- 5.3 The Tenant shall NOT set bonfires or use incinerators to dispose of any waste, in accordance with Environmental Protection Act 1990. **If you have previously received permission this is now rescinded.**
- 5.4 Green waste should either be composted or taken to the local Household Waste Recycling Site.
- 5.5 The destruction or storing of materials – such as plastics, tyres, carpet, cardboard, MDF, laminated wood - is strictly prohibited. Tenants must use the local Household Waste Recycling Site for disposal of all such items.
- 5.6 Failure to comply with the above four detailed 5.2 5.3,5.4,5.5 will result in the immediate termination and one of them may involve referral for prosecution and recovery of removal costs.
- 5.7 Water supply is subject to season restrictions and hosepipe bans. The Tenant shall assist in the conservation of water by exercising economy by:
- No ponds or the use of sunken baths for water storage is permitted on any Littlehampton Town Council allotment site
  - Using a watering can when watering wherever possible.
  - On sites where taps are available sprinklers are prohibited and hoses should never be left attached to taps when not in use. Hose pipes may be used to water a plot directly if handheld, provided this does not prevent other tenants from having access to water supplies.
  - Hoses can be used to fill a maximum of two water butts per plot (max. 250 litres each). The storing of water supplied from the mains in large quantities (more than two 250 litre water butts) on individual plots is prohibited. Hand siphons can be used to extract water from a water trough. Mechanical pumps cannot be used.
  - When a Temporary Hosepipe Ban is in force in Littlehampton the use of hosepipes is banned entirely. The tenant will be required to use watering cans only.
  - Water provided at the allotment sites is to only be used for the growing of crops and should not be used for any other reason e.g. washing of vehicles. Tenants found to be using water for reasons other than growing of their crops will have their tenancy terminated immediately.

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

**6. Waste Materials and Pollutants**

- 6.1 The Tenant should not deposit or allow others to deposit, on the said Allotment, any earth, refuse or other materials except reputable horticultural compost and manure. Garden waste may only be left on the site if it originates from the plot. Tenants are encouraged to empty compost containers/piles every 12 months to prevent vermin.
- 6.2 The Tenant shall remove all non-compostable waste from the site and must cover any manure on the allotment garden which is not in use for the cultivation on the allotment.
- 6.3 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.
- 6.4 The bringing on site and use of polluting materials such as tyres, asbestos and glass shall be treated as illegal disposal of waste and will result in immediate tenancy termination and referral for prosecution.
- 6.5 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 written permission of the Council.
- 6.6 No fly tipping, fly- tippers will be prosecuted and their tenancy terminated. Please inform the Council or contact police should you notice anyone committing this offence.
- 6.7 All non-diseased vegetative matter shall be composted and used on the Tenant's Allotment. Diseased plants and perennial weeds should be disposed of at the local Household Waste Recycling Site.
- 6.8 The Council reserves the right to clear overgrown allotments that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.

**7. Structures and Fences**

The following structures relates to each individual allotment held by a Tenant included within the 25% area permitted for non-cultivation. The Tenant shall not erect any building or any other structures (including raised beds) or fence the garden without obtaining the written consent of the Council.

<b>Permitted Structures</b>	<b>Not-Permitted Structures</b>
1 Shed (Under 8 feet x 6 feet x 6 feet)	Security Devices i.e. barbed/razor wire (only padlock or hasp & clasp)

Paved Areas	Made of hazardous materials
2 Water Butts	Solid Fences exceeding 1 metre in height (Adjacent to neighbour's plot)
Compost Bin: No more than 3 of a size appropriate to the allotment.	Wire and Trellis, Fences exceeding 1.5 metre in height (Adjacent to neighbour's allotment)
1 Poly Tunnel or not more than 2 Greenhouses (included within required 75% cultivate area and used for growing crops)	Leaning or hanging materials against the fence
Fruit Cages	Tents or any other temporary structures
Raised Beds or Fencing (Written Consent/Permission required)	

- 7.1 Any structures erected on the Allotment shall not be made from hazardous materials and the colour shall be in keeping with the natural environment. They must be temporary and maintained in safe order with external appearance and in good condition.
- 7.2 All structures must be adequately secured to the ground to prevent uplift with sheds and greenhouses requiring a footing on slabs bedded on sand.
- 7.3 All structures must be kept within the boundary of the Allotment.
- 7.4 Allotment holders are required to permit any officer or other agent or representative of the Council to enter onto allotments and inspect the condition thereof and of any building erected or being erected thereon.

## **8. Paths and Haulage Ways**

- 8.1 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 always be kept clear of obstructions. All paths should be wide enough for easy pedestrian access to neighbouring Tenants' allotment.
- 8.2 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. Haulage ways may be parked upon for loading and unloading only. No car or vehicle should travel at more than 5 mph. Where provided, car parks should be used.
- 8.3 During periods of wet weather the roadways at allotment sites may become unsuitable for vehicle use. The Council will use its discretion to close off roadways and plot holders must not remove any barriers/road closure signs. Vehicle access to allotments is not guaranteed.

## **9. Hens**



- 9.1 Except with the prior written permission of the Council, the Tenant shall not keep any animals or livestock on the allotment garden except hens to the extent permitted by the Allotment Act 1950. No cockerels or Rabbits will be permitted on any allotment site.
- 9.2 Hens are only permitted at the Worthing Road, Trinidad and Mill Lane allotment sites. Only 1 group of hens is permitted per household and the number of hens kept should reflect domestic consumption of that household only.
- 9.3 Hens may only be kept in number and conditions specified by the Council.
- 9.4 Hens must be kept in such a way as they are not prejudicial to health or nuisance.
- 9.5 A minimum of three and no more than 12 hens should be kept on an allotment. The platform of a hen coop should be raised high enough (600mm) to allow cats and/or small dogs to pass underneath. A 125sq. metre allotment required as a minimum for keeping of hens.
- 9.6 No hens of any kind shall be kept upon the Allotment, unless they or their eggs are for the Tenant's own domestic consumption and not without the express permission of the Council.

## **10. Dogs**

- 10.1 Dogs must always be kept on a lead and any fouling should be cleaned up and removed from site.
- 10.2 Tenants with dogs running around harassing other Allotment Tenants will be subject to notice of termination.

## **11. Bees**

- 11.1 Bee keeping is permitted subject to a licensing agreement between the Council and the Tenant.
- 11.2 Bees may only be kept on the following Council allotment sites:  
Mill Lane  
Trinidad  
Worthing Road
- 11.3 The placement of bees on site without written permission from the Council is forbidden and will result in the immediate termination of the tenancy. A bee agreement is required of which full details can be requested from the Council or downloaded from [www.littlehampton-tc.gov.uk](http://www.littlehampton-tc.gov.uk). An additional deposit may be required.
- 11.4 Beehives are subject to requests in writing
- 11.5 No animals or livestock (other than bees and hens) may be kept overnight on

Allotment land or close to residential properties.

## **12. Foxes and Birds**

- 12.1 Feeding of foxes or feral animals is not permitted at any time.
- 12.2 Feeding of birds is not permitted at any time to avoid attracting vermin.
- 12.3 The trapping, killing and/or removal of foxes from the allotment sites is not permitted and any Tenant found doing so will have their tenancy terminated and the allotment repossessed by the Council immediately.
- 12.4 The use or storage of traps by allotment holders for the capturing of any mammal, reptile or amphibian is prohibited.
- 12.5 The storage and disposal of bird and animal carcasses/remains on the Council's allotment sites prohibited and will result in the allotment tenancy terminated with immediate effect

## **13. Rent**

- 13.1 Rental increases are generally proposed by the Allotment Working Group and agreed by the Community Resources Committee, giving a full one year's notice of any pending increases. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.

## **14. Observance of Rules**

- 14.1 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).
- 14.2 Tenants must comply with Equal Opportunities Policy which expects everyone to be treated in a non-discriminatory manner. Any form of discrimination on the grounds of race, colour, ethnic, language, religion, political or other opinion, sexual orientation, age, marital status, any form of medical or non-medical disability will not be tolerated.
- 14.3 Tenants must comply with any reasonable or legitimate directions given by an authorised Council officer in relation to an Allotment or site.

## **15. Conduct and Site Safety**

- 15.1 No Tenant must cause another Tenant harassment, alarm, discrimination 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.
- 15.2 Tenants found to have committed an illegal, anti-social or immoral act on the Council allotment sites will be subject to immediate tenancy termination.

- 15.3 Tenants have a duty of care to everyone, including visitors, trespassers and themselves and in particular during the use of different equipment or any form of chemicals.
- 15.4 Unsafe working practices may result in allotment termination and the Tenant shall be liable for any damage or injury caused by unsafe working practices.
- 15.5 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the Allotment. Tenants must report all incidents of theft and vandalism to their site representative and the police. Tenants are responsible for own safety and their visitors.
- 15.6 Tenants are forbidden to bring, keep or discharge on the allotment plot, any firearms, imitation firearms, or any offensive weapon (such as air rifles, catapults, knives unless it has a folding blade with a cutting edge 3 inches long or less) as they may be liable to prosecution.

## **16. Disputes**

- 16.1 Where two Tenants having an unresolved dispute and no one party can be proven as being in breach of any site/tenancy rules, The Council reserves the right to determine the dispute, and if necessary, to end the tenancy of both parties. The Council reserves the right to consult with the site representative and LALGA regarding any such disputes.

## **17. Restriction on Admittance**

- 17.1 The Tenant shall not enter onto any other allotment at any time without the express permission of the relevant allotment holder.
- 17.2 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the allotment site with his/her permission.
- 17.3 Motor vehicles may not be parked overnight or deposited on the Allotment. Caravans and live-in vehicles are not permitted on any Allotment land.
- 17.4 The Authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 17.5 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.
- 17.6 In an instance where a visitor breaches site rules then the Tenant will be held equally responsible.

## **18. Security**

- 18.1 The main access gate shall always be closed and locked. Please ensure that the

access gate is always closed (locked) after you enter and leave the allotment site. This applies even if the gate is found to be already unlocked on arrival/departure.

## **19. Inspection**

- 19.1 An Officer of the Council may enter allotment gardens at any time for inspection of sheds, greenhouses, polytunnels, state of cultivation and general tidiness and full access must be given if requested.

## **20. Allotment Numbering, Allotment Splitting and Notices**

- 20.1 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.
- 20.2 Where allotments do not have numbers clearly on display the Council reserves the right to paint numbers on sheds, water butts or fencing. Allotments without suitable numbering are in breach of tenancy and can be put on notice by a Council officer or authorised person.
- 20.3 When an allotment becomes vacant it will be assessed by the Council for resizing and may be split into smaller allotment to accommodate novices.
- 20.4 LALGA 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 Council, nor erect any form of notice without the express permission of the Council.

## **21. Change of Address and Notices**

- 21.1 Tenants must immediately inform the Council, in writing, of changes of address, email address, telephone number or status.
- 21.2 If a Tenant moves to an address outside of the boundary of the Littlehampton Town Council, they will have their tenancy terminated, giving them 3 months' notice to enable the allotment to be cleared.
- 21.3 Notices to be served by the Council on the Tenant may be:
- a) Sent to the Tenant's address by post, registered letter, recorded delivery or hand delivered; or
  - b) Served on the Tenant personally; or
  - c) Placed on the allotment.
- 21.4 Notices served under paragraph 17.3 will be treated as properly served even if not received.
- 21.5 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.

- 21.6 The information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to correspond with you, provide information and send invoices and receipts relating to your allotment tenancy. Your personal information will not be shared with or provided to any other third party.

Littlehampton Town Council will keep your information throughout your tenancy. Once your tenancy ends your information will be destroyed after 12 months.

You are required to sign and return an Allotments Tenants Privacy Notice.

Please refer to our Privacy Policy which can be found on our website [www.littlehampton-tc.gov.uk/legal](http://www.littlehampton-tc.gov.uk/legal)

## 22. Application

- 22.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented Allotments.
- 22.2 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.

## 23. Terms and Interpretation

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

- 23.1 **Allotment:** A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops.
- 23.2 **The Council:** Littlehampton Town Council.
- 23.3 **Tenant:** A person who holds an agreement for the tenancy of an Allotment.
- 23.4 **Site:** Any area of Allotments that are grouped together at one location.
- 23.5 **Rent:** The annual rent payable for the tenancy of an Allotment.
- 23.6 **Review notice:** Any notice of reviewed rental charges.
- 23.7 **Site representative:** An Allotment Tenant who works as a middle person between the Council and the Tenants and helps oversee the Allotment.
- 23.8 **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.
- 23.9 **Haulage way:** A common route within the site for vehicular and pedestrian access to Allotments.

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

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

23.12 **Cultivation:** Keeping the allotment 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.

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

## **24. 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.

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

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

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

24.4 **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.

## **25. The Complaints Procedure**

25.1 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.

## **26. Tenancy Termination**

If the Tenant is incapacitated by illness or extenuating circumstances, the Council is to be informed immediately of the named person.

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 been paid or promised any compensation by any incoming Tenant of the Allotment the Tenant shall before claiming any compensation from the Council give notice in writing of the matters in respect of which any such compensation has been paid or promised.

Any costs (in excess of the allotment deposit) incurred by the Council as a result of clearing an allotment will be charged to the outgoing allotment holder.

Littlehampton Town Council encourages all allotment holders to join the Littlehampton Allotment & Leisure Garden Association or any other Allotment Association of their choice.



**Littlehampton Town Council**

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