

AGREEMENT BY THE SHEFFIELD CITY COUNCIL FOR LETTING AN ALLOTMENT GARDEN – DRAFT 7

THIS AGREEMENT is made the day of 2006
BETWEEN

- (1) The Sheffield City Council (“the Council”) and
- (2) (name of tenant) of (address) (“the Tenant”)

NOW IT IS AGREED as follows:

1.0 AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take the Allotment Garden (numbered) in the register of Allotment Gardens kept by the Council and containing in the whole approximately metres (“the Allotment Garden”) on a yearly tenancy from (date) [subject to the exceptions and reservations contained in the lease under which the Council holds the land] at the yearly rent of £ payable [quarterly] (in advance) and at a proportionate rent for any part of a year over which the tenancy may extend.

2.0 DEFINITIONS

- 2.1 Allotment Garden/s means any land dedicated by the Council as an Allotment Garden under the Small Holdings and Allotments Act 1908 and 1950.
- 2.2 Allotment Site means any Allotment Garden or grouping of Allotment Gardens whether or not served by a path causeway balk walk or road dedicated by the Council for use as Allotment Gardens under the Small Holdings and Allotments Acts 1908 to 1950.
- 2.3 Amenity Charge means the charge levied by the Council in accordance with clause 3.2 of this Agreement.
- 2.4 Authorised Officer means any Officer of the Council duly authorised by the Director of Parks and Countryside.
- 2.5 Agent means any Agent authorised by the Council.
- 2.6 Barbed wire means any barbed or razor wire or any similar wire or product used to secure the Allotment Garden or deter persons from entering the Allotment Garden.
- 2.7 Business means any trade or business whatsoever whether or not carried out with a view to making a profit and further includes making use of the Allotment Garden Site for the purposes of supplying goods services or produce from the Allotment Garden to a business or for sale

to an individual. Trade or Business shall be construed to include use of the Allotment Garden or Allotment Site as a Market Garden.

- 2.8 Building means a permanent or temporary removable structure of a type, size and design approved from time to time by the Director of Parks and Countryside.
- 2.9 Director of Parks and Countryside or reference in this Agreement or associated correspondence to the Director means the Director of Parks and Countryside or such other officer of the Council who may in the future assume responsibility for Allotments and allotment tenancies or an Officer of the Council authorised to act on behalf of the Director under the terms of this Agreement.
- 2.10 Market Garden means use of the Allotment Garden or Allotment Site or any part thereof for any Business or Trade and in particular the growing of fruit or vegetables for sale to the general public.
- 2.11 Special Conditions has the meaning given to it by Clause 3.23.
- 2.12 Words imparting the masculine shall be deemed to include the feminine and neuter and vice versa.

3.0 TENANT'S AGREEMENTS

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below. The Tenancy is subject to the rules made or to be made by the Council under the Small Holdings and Allotments Acts 1908 to 1950.

3.1 Rent

The Tenant must pay the rent of _____ per annum a maximum of 9 months in arrears and a maximum of 3 months in advance within 14 days of a written demand to the Director of Corporate Resources at the Town Hall on the first day of January in each year or such other date as the Director may from time to time decide.

3.2 Amenity Charge

With the intention of recovering the cost for the time being incurred by the Council in providing certain amenities for the benefit of the Allotment Gardens of which the said Allotment Garden number [] forms part which amenities are more particularly referred to in the Schedule hereto a further amount (hereinafter called "the Amenity Charge") shall be payable by the Tenant in accordance with the following conditions:

- (i) The Amenity Charge shall be payable a maximum of 9 months in arrears and a maximum of 3 months in advance within 14 days of a written demand therefore made on or about the first day of January in each year by the Director of Corporate Resources for the time being of the Council or some other duly authorised person.
- (ii) The Amenity Charge so payable in accordance with clause 3.2 [1] above shall represent the actual and estimated cost of the provision for the year ending on the first day of April next following the date of the aforementioned demand. The Council may on written demand a balancing payment within a maximum of 3 months prior to the end of the tenancy if the estimated cost proves to be not sufficient to recover the Amenity Charge.
- (iii) The Council shall in its absolute discretion have the right to vary the amenities provided and by a reasonable period of notice vary the charge in respect thereof.

3.3 Use

The Tenant must use the Allotment Garden as an Allotment Garden only and for no other purpose.

3.4 Cultivation

The Tenant must keep the Allotment Garden clean, free from weeds and well manured and otherwise maintain a minimum of eighty percent [80%] of it in a good state of cultivation and fertility and good condition, and must keep any pathway balk walk or cart track included in or abutting to the Allotment Garden (or, in the case of any pathway, balks, walk or cart track, abutting on the Allotment Garden and any other Allotment Garden or Allotment Gardens, the half width of it) reasonably free from weeds and in good serviceable condition to the satisfaction of the Director of Parks and Countryside. In the event that the Tenant fails to cut down and remove any docks thistles or noxious weeds specified by the Council within one week after receipt of a written Notice is served on the Tenant an employee of the Council may enter the Allotment and carry out this work. The costs shall be recoverable as a debt from the Tenant plus interest at a rate of 8% per annum.

3.5 Provision of Water

Where mains water is provided the Council shall in its absolute discretion have the right to turn off all mains water supplies in during the month of October each year and turn on the mains water supply in April each year. The Council may without notice in its absolute discretion vary the dates detailed above or turn off the mains water supply provided.

The tenant shall not attach a hose pipe to the water stand pipe except for the express purpose of filling water butts and troughs. No sprinkler or other irrigation system or device shall be attached or fixed to a hose pipe. The prolonged use of a hose pipe is strictly forbidden and the Council may serve a notice on a Tenant specifically prohibiting the use of a hose pipe in any circumstance.

3.5 Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other Allotment Garden or the surrounding neighbourhood, or obstruct or encroach on any pathway, balks, walks or roadway set out by the Council for the use of the occupiers of the Allotment Gardens.

3.6 Legal Obligations

The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local parochial or other bye-laws, orders or regulations affecting the Allotment Garden or the reasonable requests of the Director of Parks and Countryside made in writing to the Tenant.

3.7 Alienation

The Tenant must not sub-let, under-let, assign, part or share with possession of the Allotment Garden or any part thereof without the written consent of the Council.

3.8 No Profit

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand (earth) or clay without the written consent of the Council and subject to any further conditions that may be wish to impose.

3.9 Boundary Structures

The Tenant must keep every hedge that forms part of the Allotment Garden properly cut and trimmed to a maximum height of 1.5 metres [5'] and all ditches properly cleaned, maintain and keep in repair any fences wall and any gate on the Allotment Garden, and use his best endeavours to protect any other hedges, fences, walls or gates in the Allotment Site of which the Allotment Garden forms part or in adjoining land and any notice board which has been or may at any time during the tenancy be erected by the Council on the Allotment Garden or the Allotment Site. The Tenant shall not erect any fence wall or similar structure on an Allotment garden without the express written permission of the Council. In the event that permission is granted for the erection of a fence wall or similar structure the Tenant shall be responsible for its

maintenance and the Council may in its absolute discretion require the fence wall or similar structure to be taken down and removed from the Allotment Garden or repaired to the satisfaction of the Council.

3.10 Buildings

The Tenant must not suffer the erection of any Building on the Allotment Garden without the written consent of the Council, such consent not to be unreasonably withheld to the erection of a garden shed or greenhouse to a maximum size of not exceeding 3 metres x 2.4 metres [10' x 8'] and a polytunnel to a maximum of 4.3 metres x 3 metres [15' x 10']. All authorised buildings permitted to be erected on an Allotment Garden or Allotment Site by the Council shall at all times be maintained by the tenant in good serviceable repair to the satisfaction of the Director and subject to compliance with any separate terms conditions or restrictions as the Director may from time to time impose on the tenant under separate Agreement. The Tenant shall take steps to insure and at all times during the tenancy maintain a certificate of insurance obtained from an insurer acceptable to the Council to cover the cost of replacement of the building and injury to an officer of the Council or person approved by the Council to enter the Allotment who may enter the Allotment and buildings erected and injury to any third party. The Council reserve the absolute right to serve notice on the Tenant to remove the building within the period prescribed in the notice. On termination of the tenancy the Tenant must unless he agrees with the Council that the Building may be left on the Allotment Garden remove any Building erected on the Allotment Garden. If the tenant fails to remove the Building the Building shall become the absolute property of the Council and the Council may deal with the Building without claim in its absolute discretion.

3.11 Barbed Wire

The Tenant must not use barbed wire or any similar barbed or razor-edged wire for a fence, wall or hedge adjoining any pathway, walks road or balks set out by the Council for the use of occupiers of the Allotment Gardens except with the express written consent of the Council.

3.12 Long Term Crops

The Tenant must not plant any trees or fruit bushes, or any crops requiring more than 12 months to mature without the written consent of the Council and subject to any conditions that the Council may wish to impose. If a Tenant executes any of the following improvements with the written consent of the Council:

- (a) Planting of standard or other fruit permanently set out
- (b) Planting of fruit or fruit bushes permanently set out

- (c) Planting of strawberry plants
- (d) Planting of asparagus rhubarb or other vegetable crops productive for two or more years

the Tenant may remove the trees bushes crops or plants before the determination of the tenancy levelling the surface of the land and restoring the same to a proper state and condition and making good any damage caused by the removal.

Within the object of protecting the Council for claims for compensation the following improvements are to be treated as prohibited for the purpose of Section 47 of the Small Holdings and Allotments Act 1980:-

- (a) Planting of standard or other fruit permanently set out
- (b) Planting of fruit bushes permanently set out
- (c) Planting of strawberry plants
- (d) Planting of asparagus rhubarb or other vegetable crops which continue productive for two or more years.

3.13 Refuse

The Tenant must not deposit or allow other persons to deposit on the Allotment Garden any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the Allotment Site of which the Allotment Garden forms part or in adjoining land. The Allotment Garden must be kept free materials hazardous to health [eg. Broken Glass asbestos scarp metals discarded chemical containers, etc].

3.14 Dogs

The Tenant must not bring any dog into the Allotment Site on which the Allotment Garden forms part, or cause one to be brought in, unless the dog is held on a leash. The Council reserve the right to exclude any dog from any Allotment Garden or Allotment Site. No dog may be left unattended on an Allotment Garden or the Allotment Site at any time. For the avoidance of doubt no dog may be kennelled on the Allotment Garden or Allotment Site at any time.

3.15 Livestock

The Tenant must not keep any animals or livestock of any kind on the Allotment Garden, except hens or rabbits to the extent permitted by the Allotments Act 1950, section 12 with the express written approval of the Director of Countryside.

3.16 Pesticides and Fertilisers

When using any pesticides or fertilisers, the Tenant must:

- 3.16.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
- 3.16.2 So far as possible select the use of chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds or other wildlife, other than vermin or pests, and
- 3.16.3 Comply at all times with current regulations and the advice of the Director of Parks and Countryside.

3.17 Advertisements

The Tenant must not erect any notice or advertisement on the Allotment Garden.

3.18 Admittance

The Tenant agrees that the Council or any Authorised Officer of the Council shall have the right to refuse admittance to the Allotment Garden to any person, other than the Tenant or a member of his family, unless accompanied by the Tenant.

3.19 Disputes

The Tenant agrees that any case of dispute between himself and any other occupier of an Allotment Garden in the Allotment Site shall be referred to the Council, whose decision shall be final.

3.20 Change of Address

The Tenant agrees to inform the Council immediately in writing at the Allotment Office of any change of his address.

3.21 Yielding Up

The Tenant must yield up the Allotment Garden at the determination of the Tenancy as created by this Agreement in such condition as shall be in compliance with the agreements contained in this Agreement.

3.22 Inspection

The Tenant agrees that any Authorised Officer or any Agent of the Council may enter and inspect the Allotment Garden at any reasonable time or when so directed by the Council.

3.23 Special Conditions

The Tenant must observe and perform any Special Condition the Council considers necessary to preserve the Allotment Garden from deterioration of which notice is given to the Tenant in accordance with clause 5 below.

3.24 Lease Terms

If the Council is a tenant, the Tenant must observe and perform all conditions and covenants that apply to the Allotment Garden contained in any lease under which the Council hold the land.

3.25 Illegal or Immoral Use

The Tenant must not use the Allotment Garden or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose.

4.0 DETERMINATION OF THE TENANCY

4.1 Determination on death

This Tenancy shall determine on the 6th April or the 29th day of September next after the death of the Tenant.

4.2 Determination on Termination of the Council's interest

If the Council is itself merely a Tenant of the land, or has entered on the land under its statutory power to enter on unoccupied land, this Tenancy shall determine on the day on which the [tenancy or right of occupation] of the Council determines.

4.3 Determination by Notice

This tenancy may be determined by either party giving to the other 12 months previous notice in writing expiring on or before the sixth day of April or the 29th day of September in any year.

4.4 Determination where Allotment Garden Appropriated

This tenancy may be determined by a re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the Allotment Garden being required:

4.4.1 For any purpose other than use for agriculture, for which it has been appropriated under any statutory provision or

4.4.2 Building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of those purposes.

4.5 Determination by Re-entry or Default

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant;

4.5.1 If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;

4.5.2 If it appears to the Council that there has been a breach of the conditions and agreement on the part of the Tenant contained in this agreement, and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment Garden, at least three months have elapsed since the commencement of the tenancy;

4.5.3 If the Tenant becomes bankrupt or compounds with his creditors.

5.0 Special Conditions

5.1 The Tenant shall not use the Allotment Garden or any part thereof for any Trade or Business purposes or Market Garden.

5.2 The Tenant shall not seek or permit any person to sell refreshments of any kind on the Allotment Garden or Allotment Site or in any Building thereat without the express permission of the Allotment Officer.

5.3 The Tenant shall keep all water butts and other water receptacles on the Allotment Garden covered up and secure.

5.4 The Tenant shall not use or cause or permit to be used any building erected or which may hereafter be erected on the Allotment Garden for the purpose of living or sleeping.

- 5.5 Unless the Council specifically prohibits the burning of rubbish on the Allotment Garden the Tenant may burn rubbish accumulated only from the Allotment Garden in such a manner and at such a time not to cause annoyance or nuisance to any other Allotment Garden Tenant or the occupier of any adjacent or other land or property or so as to contravene section 16 of the Clean Air Act 1956 and the appropriate provisions of the Environmental Protection Act 1990 or any subsequent legislation which replaces the above detailed provisions. If the Tenant elects to burn rubbish on the Allotment Garden the Tenant shall be personally liable for any damage caused by the act of burning the rubbish. The Tenant shall at all times be present on the Allotment Garden when rubbish is being burned and must ensure that the fire is fully extinguished before leaving the Allotment Garden. For the avoidance of doubt the Tenant shall be liable for any and all claims for other tenants, occupiers of adjacent or other land or property and from the Council as Landlord as a result of the setting of a fire on the Allotment Garden or Allotment Site and shall indemnify and keep indemnified the Council for all claims and costs made against it as a result of the setting of a fire by the Tenant of the Allotment garden or Allotment Field.
- 5.6 The Tenant shall not make any well or permit or suffer any well to be made in or on the Allotment Garden.
- 5.7 The Tenant shall not bring onto or store on the Allotment Garden or Allotment Site any asbestos or product containing asbestos.
- 5.8 The Tenant shall not bring onto or store on the Allotment Garden or Allotment Site tyres of any size or dimension except without the express written permission of the Council and subject to such further conditions as the Council may wish to impose.

6.0 Notices

- 6.1 Any Notice required to be given by the Council to the Tenant may be signed on behalf of the Council by a (designated officer) and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.
- 6.2 Any Notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Allotment Office, Meersbrook Park Offices, Sheffield.

AS WITNESS WHEREOF the)
parties have hereunto signed)
on the respective day on year)
first before written)