

**STAVELEY WITH ING PARISH COUNCIL
Allotment Tenancy Agreement**

**Tenancy Agreement for use between the Parish Council and individual
tenants of the Fell foot Allotment Gardens**

AN AGREEMENT made this 1st day of March Two Thousand and Twenty
Three BETWEEN Staveley with Ings Parish Council ("the Council") of the
one part and

Name.....
of
Address.....

("the Tenant") of the other part WHEREBY the Council agrees to let and the
Tenant agrees to take on a yearly tenancy from the 1st April Two Thousand
and Twenty Three the Allotment Garden number(s)

Plot No.

("the Allotment") in the Register of Allotment Gardens at the Fell Foot site
("the Site") provided by the Council at the yearly rental of

£.....

and at a proportionate rent for any part of a year over which the tenancy may
extend. The rent shall be paid within 40 days of the 1st day of April each
year or a Notice to Quit will be issued.

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the
Regulations endorsed on this Agreement and also to the following
conditions:

- 1** The Tenant accepts all responsibility for the safety of produce grown
on the Allotment.
- 2** The Tenant shall:
 - 2.1 use the plot as an Allotment Garden only (that is to say mainly for
the production of vegetable or fruit crops for the Tenant's own family
consumption) and for no other purpose;

- 2.2 keep the Allotment clean and free from weeds, in a good state of cultivation and fertility and in good condition;
- 2.3 keep the boundary of the Allotment in good order;
- 2.4 keep all water sources and courses properly cleaned and maintained;
- 2.5 keep in repair any hedges, fences or gates on the Allotment;
- 2.6 maintain the half of the pathway adjoining the Allotment;
- 2.7 only destroy or dispose of the garden refuse or any decaying matter in such a manner as not to be nuisance to persons residing in the neighbourhood of the Site;
- 2.8 keep any such livestock as is permitted by this Agreement under control and in accordance at all times with relevant welfare regulations;
- 2.9 inform the Council in writing immediately of any change of address or circumstances which prohibit ability to work the Allotment;
- 2.10 provide two contact 24 hour emergency contact telephone numbers if livestock is kept by the Tenant on the Allotment,
- 2.11 abide by any Allotment Rules that the Council may make in respect of the Site; and
- 2.12 provide the Council with a contact telephone number of next of kin.

3 The Tenant shall not ;

- 3.1 underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of Council;
- 3.2 use the Allotment for trade or business purposes, for camping or social gatherings;
- 3.3 without prior written consent of the Council, cut or prune any large timber or take, sell or carry away any mineral, sand or clay;
- 3.4 bring any dog onto the Site;
- 3.5 plant, grow or allow any trees on or at the Allotment other than fruit or nut trees or for coppice wood;
- 3.6 allow cultivated trees to detrimentally shade any other plot;
- 3.7 obstruct or encroach on any path, roadway or communal area, as set out by the Council for the use of the occupiers of the Site;
- 3.8 use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Site;
- 3.9 leave or deposit any waste material from the Allotment on any communal or car parking or access way areas on the Site;

- 3.10 erect, permit or suffer any notices or advertisements to be erected or placed on the Site;
- 3.11 erect any sheds or other structures without prior written consent of the Council;
- 3.12 work on the Allotment before 9 am or after sunset;
- 3.13 cause any nuisance to residents of neighbouring properties.

4 The Tenant may

- 4.1 only keep hens or rabbits on the allotments providing these are not kept commercially and they do not create a nuisance or annoyance. (for the avoidance of doubt no cockerels shall be kept on the Site by the Tenant);
- 4.2 prune or remove saplings and small trees on the Allotment, up to 12 feet in height with a diameter of no more than 4 inches at six feet height;
- 4.3 dispose of waste from the Allotment by means of a bonfire subject at all times to the provisions of the Allotment Rules endorsed on this Agreement;
- 4.4 erect fencing to protect produce from harm from wildlife subject to prior written consent of the Council;
- 4.5 use pesticides or fertilizers on or at the Allotment provided that the Tenant shall:
 - 4.5.1 comply at all times with current regulations and safety instructions for the use of such items; and
 - 4.5.2 avoid spraying on a windy day to avoid chemicals affecting adjoining allotment plots.

5 The Council may:

- 5.1 from time to time enter into the Allotment and remove trees other than those cultivated for fruit, nuts or coppice wood from the plot or to complete other works, the Council will give reasonable notice in writing to the Tenant of its intention to carry out such work;
- 5.2 having consulted with all Allotment Holders amend the Allotment Rules.

6 The Council prohibits admittance to the Site of

- 6.1 any person (other than the Tenant or a member of their family) unless accompanied by the Tenant or a member of his/her family;
- 6.2 Any children under the age of 16 unless accompanied by a

responsible adult.

7 This Tenancy shall terminate :

7.1 on the yearly Rent Day after the death of the Tenant and shall also terminate whenever the right of occupation of the Council terminates;

7.2 by re-entry by the Council after one month's notice if:

7.2.1 the rent is in arrears for not less than 40 days; or

7.2.2 the Tenant is not duly observing the conditions of this Agreement;

or

7.2.3 the Tenant becomes bankrupt or compounds with his/her creditors; or

7.2.4 the Tenant is longer a permanent resident of one of the parishes of Over Staveley, Nether Staveley or Hugill; or

7.2.5 by the Council or the Tenant giving twelve months prior notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year.

7.3 and on termination the tenant is responsible for leaving the plot in good order and removing any items (e.g. rubbish, pallets, plastic sheets, carpets, sheds, tools, raised beds etc.) before the end of the tenancy or a fine will be incurred.

Signed (Tenant)

Witness

Signed Parish Council Clerk

Date

ALLOTMENT GARDEN RULES

1 Wildlife

The Tenant's attention is drawn to the fact that the Site provides habitat for bats, badgers, birds and other wildlife. It is an offence to harm such wildlife or their habitat.

Bats - Two potential bat roosts have been identified in trees in the Site. These trees are marked in green. It is an offence to:

- Deliberately capture, injure or kill a bat,
- Disturb a bat such that their survival, reproductive capacity, or the well being of the local population is affected
- Intentionally or recklessly disturb a roosting bat, or block access to its roost.

Badgers - The Tenant is reminded that the Badger is a protected species under the Protection of Badgers Act 1992, and further enforcement has been provided by The Countryside and Rights of Way Act 2000.

The extensive badger activity in the north east corner of the site indicates that this is an important area to the local group of badgers. The area immediately around the setts should not be disturbed. The main sett is used throughout the year, but especially during the breeding season (February-June), and tunnels can continue underground up to 20m from sett entrances. No barriers or fences should be installed that restrict the free movement of badgers on the Site around or between their setts.

Birds - It is probable that trees, scrub and shrubby areas on allotment sites will support a wide variety of breeding birds.

Birds and their nests are protected under British and European law, and no work should take place which would disturb the nests of breeding birds. Although the main breeding season is 1st March until the end of July the tenant should proceed with caution and take reasonable steps at all times to make sure no nests of breeding birds are disturbed.

2 Biosecurity

Biosecurity means keeping pests and diseases from the allotments. This means that NO ash saplings must be planted anywhere on the allotments.

Only fruit and nut trees and vegetables from reputable sources (e.g. garden centres, specialist suppliers or supermarkets) must be brought in and planted.

With regard to chickens or rabbits, good hygiene to minimise the risk of animal disease is paramount. The plot holder is responsible for ensuring disease is controlled.

3 Bonfires

Bonfires should only be occasional, limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned so the fire is quick and hot. Large quantities of timber should not be burnt.

You may only have bonfires between 9am and sunset.

You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.

You must ensure that the location of the fire and the weather conditions are safe and that any smoke will not affect the local residents.

You must not:

- use petrol, paraffin or other accelerants
- leave a bonfire unattended – you must remain present until the fire is fully extinguished
- burn non-organic waste (for example plastics and carpet).

Before lighting a bonfire, ensure that no hedgehogs or other animals are present in the pile of material to be burnt. If the bonfire materials have not just been placed in situ immediately prior to lighting, it will be assumed that it will be necessary to move all the materials so that ground for the bonfire site can be properly checked.

Remember that you may only have bonfires on your allotment, not elsewhere on the Site, unless the Council has given written permission to do so.

4 Livestock

The conditions for keeping livestock (hens, rabbits) are that you:

- comply with all animal welfare legislation
- make sure they have adequate housing, diet and water
- arrange for them to be checked at least once a day
- provide the Council with two emergency 24-hour contact telephone numbers

- comply with any restrictions or regulations imposed by the Department for the Environment, Food and Rural Affairs (DEFRA) (or such government department or agency that may replace DEFRA in respect of such restrictions or regulations)
- dispose of carcasses in accordance with legislation and do not bury them on your allotment (or elsewhere on the allotment site)
- remove all livestock and related equipment at the end of your tenancy.

5 Nuisance

The decision by the Council to encourage further use of the Site as Allotment Gardens has caused concern to residents of neighbouring properties. The Tenant should at all times treat neighbours with courtesy and have regard to their right to enjoy their properties in reasonable peace and quiet.

The Tenant should not park any vehicle in a manner that obstructs the highway or residents driveways. It is of particular concern that emergency vehicles may need to transit the area. Obstructing the highway is an offence and any transgression is highly likely to be reported to the Police.

Given the sensitivity of neighbours regarding parking the Council encourages tenants to travel to the site on foot or by bicycle. The Council will provide a shed for tool storage, but the risk for any tools will remain with their owners. Similarly the Council will provide in due course, a limited number of parking spaces for vehicles on the Site so that heavy materials e.g. fencing materials or manure may be brought on to the site.

6 Materials

The Council will require that materials used for permitted structures and fences are selected to minimise the visual impact of the Site and to have a consistent look. The Council will consult with all Tenants prior to deciding on whether or not to grant permission to erect any structure.