



Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea,
Essex SS9 1SP Tel: 01702
716288



Allotment Tenancy Agreement

Full Name of tenant.....Site.....

Address.....

Plot Number..... Nominal Size of Plot.....

Telephone Number.....

Date of Birth (over state retirement age)

E-Mail Address.....

Leigh-on-Sea Town Council (the Council) let and the above-named Tenant (the Tenant) takes as yearly tenancy from the day of 20..... the allotment garden (the Plot) described above at the yearly rent currently fixed by the Council in respect of allotment gardens, together with the appropriate water rate, non-resident allotment levy (if applicable) payable yearly in advance on the 29th September in each year. In addition a deposit of £..... has been paid by the Tenant, which is refundable by the Council at the end of the tenancy, subject to the Plot being left in a satisfactory and rentable condition clear of all rubbish.

The tenant shall not be entitled to repayment of any part of the rent paid in advance on the determination of the tenancy.

The tenancy is subject to and the Tenant agrees to observe

- a) the provisions of the Allotment Acts 1908 to 1950 including compensation
- b) the conditions attached to this Agreement
- c) any regulations made by the Council in respect of allotment gardens

The tenancy shall expire

- a) one month after the death of the Tenant
- b) when the Council determines the tenancy

The tenancy may be determined

- a) by either party giving to the other twelve months' notice in writing expiring on or before 6th April or on or after 29th September in any year.
- b) by re-entry by the Council under any of the powers contained in Section 1 of the Allotments Act, 1922
- c) by re-entry by the Council after one month's notice to the Tenant if any part of the rent/water rate/non-resident allotment levy remains unpaid for 28 days or if the Tenant has broken any of the conditions of the tenancy.

I have read and undertake to comply with the Agreement and conditions, and to heed the information and advice given.

Signature of Tenant..... Date:.....

For & on behalf of the Council Date:.....

Please note that the above details will be recorded and retained by Leigh on Sea Town Council and/or the respective Allotment organisation in accordance with General Data Protection Regulations (GDPR) and the Data Protection Act 2018 for the purposes of Allotment business only.

Leigh-on-Sea Town Council

The Tenant Shall: -

1. Maintain the Plot in a good state of cultivation, to at least a level that 75% of the Plot is cultivated.
2. Keep adjoining paths maintained and free from rubbish.
3. Shut and lock the gates on arrival and when leaving the Site.
4. Inform the Council and the relevant allotment group, as appropriate, immediately in writing of a change of address or termination of tenancy.
5. Provide a minimum width of 9 inches from the edge of the Plot to the centre of the adjacent division paths between the Plot and the adjoining plots on all sides.
6. Permit authorised Officers of the Council or LTC Allotments Working Party members and committee members of the MDAS or MCAA (as appropriate), to enter on and inspect the Plot, or for the purpose of maintenance.
7. Observe the 5 MPH SPEED LIMIT which applies across the Site and keep vehicular travel on the Site to a minimum.
8. Provide and maintain a Plot identification number sign, prominently displayed at the front and rear of each Plot.
9. Remove from the Site all rubbish unsuitable for composting.
10. Report any incidents of vandalism, theft or damage to the Police and the Council as soon as possible.
11. Preserve all hedge lines adjacent to Plots. These may be maintained by the Tenant if required.
12. Agree to the use of the Allotments Mediation Procedure, in the event of a written complaint being received by the Council.
13. From the date of Plot acceptance, the new Plot-holder will undertake initial cultivation or preparation work on the Plot. If within three months a sustained effort has not been made by the Plot-holder, either LTC or the plot-holder can terminate the agreement at that point. Such effort determination, being advised by MDAS or MCAA as appropriate to LTC. Upon such termination, the Plot **deposit** will be returned if the condition of the Plot is in an equal or better condition than when the Plot was accepted. Otherwise, the **deposit** will be retained. **Rental** will be refunded less 25% for that initial three-month period.
14. Take responsibility for all and any visitors to site, whether the plot holder is present or not, to ensure compliance with the Allotment Tenancy Agreement.

The Tenant must not

1. Cause nuisance or annoyance.
2. Obstruct, encroach upon or cultivate any path on the site or cultivate within 1m of a boundary fence.
3. Use vehicles on main paths (tracks) during adverse weather conditions or when closed.
4. Obstruct paths with vehicles.
5. Bring or use barbed wire or glass on the plot.
6. Bring or use tyres or carpet on the plot.
7. Erect any building or structure other than those permitted, without the previous written consent of the Council.
8. Plant trees other than fruit trees on the plot. Trees must not overshadow an adjacent plot.
9. Take any dogs on to the site unless on a lead and kept on the owner's plot and must ensure that dog faeces are removed from the site in a hygienic manner.
10. Deposit material including vegetation, rubble, hard-core, building or construction waste, on main paths, other than stones taken from your plot where needed to improve the condition of the path
11. Deposit any rubbish, including vegetation, on the Site (paths, hedgerows, uncultivated areas, etc.)
12. Remove any soil from the Site.
13. Grow any crop for commercial purposes or conduct a trade or business.
14. Keep livestock on the Site without prior written consent.
15. Assign, sub-let or part with possession of the Plot without the prior written consent of the Council.
16. Use a hose or keep a hose on the Site, connected to mains water or mains-fed water tank.
17. Put plants in the water tanks or use the water tanks for cleaning tools and equipment and must ensure that containers used for obtaining water from the tanks are not contaminated by any chemicals, mud or plants.
18. Cut or prune trees on common ground without prior written permission from the Council on each occasion.

19. Burn any material in any form on the allotment Site, save that the MDAS or MCAA can each organize a single collective bonfire for all their Plot holders, in a suitable and safe position, when necessary and weather conditions allow.

ALLOTMENTS – INFORMATION and ADVICE.

1. Applications for Plots can be made by completing an Application Form available from : -

- a) The Council office at 71-73 Elm Road, Leigh-on-Sea, SS9 1SP. Enquiries should be made in person Monday to Friday between 10am and 4pm.
- b) Online at www.leighonseatowncouncil.gov.uk/allotments
- c) For the Manchester Drive Allotments site, at the Manchester Drive Allotment Society (MDAS) shop on Saturday and Sunday mornings between 10am and 12 noon (except January).
- d) For the Marshall Close Allotments site by contacting Phill Major of the Marshall Close Allotments Association (MCAA) on 07776194749

2. Rents

These become due on 29th September each year. There is a 50% reduction for persons over the state retirement age and for the registered unemployed.

3. Representation

Tenants are represented through the Council's 'Allotments Working Party'. If a tenant feels that they have a matter for consideration by the Council, they should write to the Town Clerk at the address above.

If required, the Council operates a complaints 'Mediation Procedure'. Any complaints sent in writing to the Town Clerk will be considered in strict confidence under that procedure.

4. Insurance

The Council has public liability insurance, but this does not cover, injury caused by plot holders or property and crops owned by plot holders.

5. Personal Equipment

The Council is not liable for any personal equipment left on Site. Tenants are reminded that they should use and look after their tools in a responsible way to avoid injury, misuse or theft. Tools should be labelled with the Plot number.

6. Plot Size

All plots are taken as seen and are charged at a rate agreed with the Tenant prior to the tenancy commencing. There are three rates of charge, Starter Plot, Half Plot, and Full Plot.

7. Cultivation

At least two checks on the state of cultivation will be made each year. Failure to keep a

plot cultivated across 75% of its area, could result in termination of the tenancy after due warning. A period of six weeks will be allowed for cultivation following a warning and the improvement must be sustained. Cultivation is defined as the planting, tending and harvesting of crops or plants.

8. Buildings and other structures

The Council permits the erection of huts, sheds or tool lockers up to 6ft by 4ft in size and of a non-permanent construction. For larger structures permission must first be sought and obtained in writing from the Town Clerk at the above address. The positioning of a structure should ensure that it does not interfere unreasonably with adjacent plots (e.g. by shading).

9. Compost Heaps

All suitable waste should be composted. A compost heap, if made of suitable material free of weed seeds and under the right conditions, is a valuable acquisition to an allotment. However, this should be properly constructed and well sited on the plot, at least 1ft from the plot boundaries to avoid possible obstruction of the paths and at least 1ft from neighbouring fences.

10. Paths

The Council will maintain the main paths (tracks) which have a width of at least 8ft. The current width of paths between plots is 18 inches split equally between the adjacent plots. This width will increase to 2ft as plots are re-let.

11. Vehicles

Vehicles should preferably be left in recognised parking areas. Main paths may be closed during adverse weather conditions to reduce damage. Vehicles are used on the site entirely at the owner's risk.

12. Allotment Gates and Keys

The allotment site gates must be kept shut and locked at all times. If you have deliveries, please make sure you are there, and you are responsible for ensuring no damage is done. Keys may not be given to deliverers.

A refundable deposit is required for a key when the plot is let. Lost keys may be replaced for an additional charge.

13. Trees

Edible fruit trees only may be grown on plots and their umbrella should be limited to a quarter of the plot, with any additional planting subject to prior written permission from the Council. The trees must not overshadow, and thereby possibly harm the use of an adjacent plot. Fruit trees should be grown from dwarfing root stock.

14. Ponds

A pond shall be no more than 10ft square in total and must be at least 1ft from any path. The depth of any pond shall not be more than 18 inches and the pond should be clearly visible on the plot. Plot holders must prepare a map showing where any such pond exists on a plot and a copy of such map held by both the Council, and MDAS or MCAA as appropriate.