

Annex 4: Existing Tenancy conditions

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

1. A single deposit shall be paid by the Tenant to the Council within 14 days of receiving an invoice from the Council. Such deposit may be used by the Council for any reinstatement of the Allotment Garden at the end of the tenancy into the condition it was in prior to the commencement of the tenancy. Any balance over the cost of reinstatement will be refunded.
2. The Tenant shall use the Allotment Garden as an allotment garden only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose and to keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and fertility and in good condition.
3. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
4. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
5. The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
6. The Tenant shall not use synthetic carpet as a weed suppressant.
7. The Tenant shall not keep any livestock (including cockerels) on the Allotment Garden except for pigeons, rabbits, bees, hens and waterfowl, subject to the payment of the appropriate element of the amenity charge, and with the prior written permission of the Council. Any livestock carcasses shall be disposed of according to the appropriate legislation.
8. The Tenant shall keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair all fences gates and sheds on the Allotment Garden. It is recommended that hedges and fences do not exceed a height of 1.5 metres.
9. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the council for the use of the occupiers of the allotment gardens.
10. The Tenant shall not without the written consent of the Council erect any building or structure on the Allotment Garden, and shall

- be responsible for the removal of any building or structure on or before the termination of the tenancy.
11. Any duly authorised representative of the Council shall be entitled at any time to enter and inspect the Allotment Garden.
 12. The Tenant shall not lock any access gate between allotment gardens without the prior written permission of the Council to whom a copy of the key should be provided.
 13. The Tenant shall not burn any plastic or synthetic materials on the Allotment Garden.
 14. All shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant unless otherwise expressly provided for by the Council.
 15. No trees other than fruit trees shall be grown on the Allotment Garden.
 16. The Tenant shall not use any water supply which may be made available for use by tenants of allotment gardens, other than for filling butts and containers, prior to distributing their contents on the Allotment Garden.
 17. The Tenant shall not use the Allotment Garden for residential purposes.
 18. Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.
 19. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. In the event of the unfortunate death of the tenant, first refusal will be offered to a close relative, partner or close friend of the Tenant. It may also be terminated by the Council by re-entry after one month's notice:
 - (i) If the rent is in arrears for not less than 40 days OR
 - (ii) If the Tenant is not duly observing the conditions of his/her tenancy OR
 - (iii) If s/he becomes bankrupt or compounds with his/her creditors.
- The tenancy may also be terminated by the Council by twelve months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year.
20. Should the Tenant wish to terminate this tenancy then 1 month's written notice to the Council is required.

