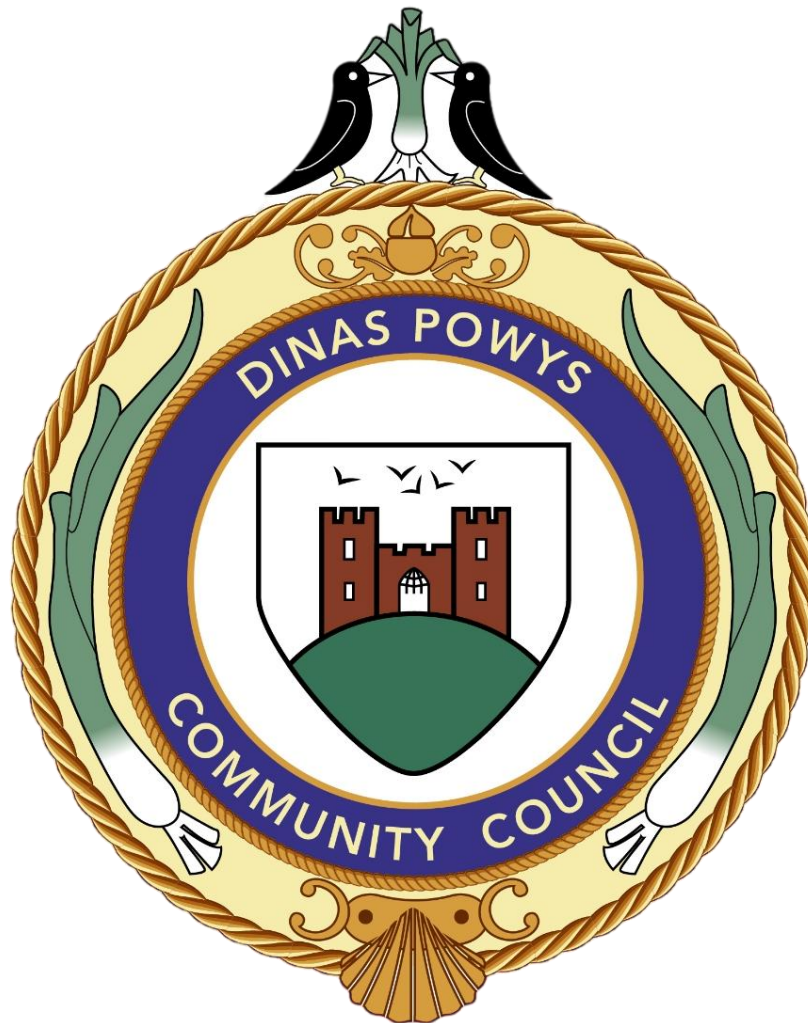


TERMS AND CONDITIONS OF TENANCY AGREEMENT

St Andrew's Allotments



Agreement by the Tenant	The Tenant agrees to comply with the Allotments Acts 1908-1950 and any subsequent amendments to the Acts To inform the Council immediately of any change in their address or other contact details.
Residence	The tenant agrees that it is a requirement of the tenancy that the tenant shall reside in Dinas Powys at the commencement of the tenancy and throughout the tenancy. The Tenant agrees that if the Tenant ceases to reside in Dinas Powys the Tenant will notify the Clerk to Dinas Powys Community Council of the fact, the tenant has left Dinas Powys and shall vacate the tenancy at the end of the annual lease or sooner. The Tenant will produce evidence of residence in Dinas Powys upon being requested to do so by the Clerk to Dinas Powys Community Council. This Clause shall only apply to tenancies created for the first time after 12 June 2024
Rent	To pay the rent without deduction on or before 1st October each year
Assignment	Not to transfer, assign, sublet, part with possession of the allotment or with any interest in it An allotment is registered in one name. The Council may consider re-assignment to a life partner or spouse following the demise of the plot holder.
Use of Land	To use the allotment garden as an allotment garden and for no other purpose Not to use the allotment garden in any way for any form of trade or business Not to use or permit to be used the allotment garden or any building thereon for the sale, distribution or consumption of liquors or for gambling in any form

Not to erect any notice or advertisement on the allotment garden

Not without prior written consent of the Council to cut, prune, remove or interfere with any timber or other trees.

The Tenant shall observe and perform any other special condition which the Council considers necessary to prevent the allotment garden from deterioration.

Vehicular Access

Vehicles are not generally permitted onto the Allotment site. Exceptions to this would only be for a short time for the purpose of loading / unloading.

Cultivation

Tenants must keep their allotments reasonably free from weeds and rubbish and maintain them in a proper state of cultivation to the reasonable satisfaction of the Council

To keep any pathway included within the allotment garden or adjoining the allotment garden reasonably free from weeds and in good repair and condition.

Not to plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than those cultivated for their crop.

Fruit trees and bushes must not be planted within one meter of – nor hang over or encroach upon - paths, fences or neighbouring allotments and should not exceed 2 meters in height.

All discarded vegetable matter should be composted in an appropriate manner within the confines of the allotment plot.

The Council reserves the right to terminate a tenancy if without good reason a plot is not cultivated.

Nuisance

Not to do anything which may be, or become illegal or a nuisance to the Council, other Tenants and properties in

the neighbourhood.

Not to keep on the allotment any equipment, materials or appliances which in the opinion of the Council are detrimental to the amenities of adjacent allotment gardens or property

Not to cause or permit any obstruction or encroachment on to any path set out by the Council for the use of the occupiers of the allotment garden

Not to encroach or trespass, or allow others to trespass onto another Tenant's allotment

Not to cause, or allow to be caused, any damage to, or theft of any property including crops, belonging to another person

Boundaries

To keep any hedge that forms part of the allotment plot properly trimmed and maintained. Any damage to or removal of hedging forming part of the boundary with neighbouring properties will need to be made good and the plot holder will be held liable for costs.

To keep any fences and gates that form part of the plot in good repair

Not to use barbed or razor-wire or the like for any purpose

To keep fixed on the boundary of the allotment garden nearest to the main path a tag bearing the number of the allotment plot.

Where there is a border path between allotments, the Tenants of each of those allotments are jointly responsible for maintaining properly, and to a width of no less than 0.5 meters, the path between their allotments except where by mutual agreement one or other takes on the responsibility.

The Council reserves the right, at the end of any tenancy year, and having given reasonable notice, to re-define the

boundaries of any allotment and re-calculate the rent if it believes this to be necessary to promote the efficient and effective management of the site.

Structures

All allotment holders are restricted to having a MAXIMUM of 2 buildings (sheds / greenhouses) on each plot with a maximum height of 2.5 meters and the Council needs to be satisfied that each building is being used for the sole purpose of cultivation the plot.

Maximum size for a Greenhouse – 8' x 12' (2.44m x 3.65m)

Maximum size for a Shed – 6' x 8' (1.83m x 2.44m)

Structures, fixtures and the like erected or installed on an allotment shall remain the property of the Tenant during the term of the tenancy. Upon the termination of the tenancy for whatever reason, the Tenant or his/her personal representative shall be entitled to dispose of such structures, fixture and the like to whom and on such terms as they may desire, including sale to an incoming Tenant, or remove such structures and fixtures and any produce. If the outgoing Tenant neither disposes of nor removes such structures, then an incoming Tenant may either enter into the possession of these structures without payment or cause these structures to be dismantled and removed.

Upon the termination of the tenancy, the Tenant shall, if required to do so by the Council, remove from the site all his/her property and shall make good any defect caused by such movement. The Council may thereafter, remove any property remaining on the allotment and charge the expense of such removal and making good any defect to the Tenant, who shall on upon demand pay the Council the amount of such expense.

Livestock

Livestock, including rabbits, poultry and bees may NOT be kept on the allotments.

Dogs Dogs must be kept under control, on a lead, while on the site. They must not be allowed to foul or cause damage to any allotment plot or communal area.

Refuse To remove all rubbish or unwanted items from the allotment to an approved tip, whether or not the items were on the site at the commencement of the tenancy. The tenant is not entitled to rely on any breach of the tenancy by his/ her predecessor for avoiding this responsibility. No rubbish to be deposited anywhere on the site

Not to deposit any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required in cultivation).

Plot-holders are advised to follow guidance as provided from time to time to assist with the eradication and deterrent of pests.

Water Hose pipes may be used on site, subject to water company regulations (e.g. hosepipe bans). Hoses must be held in the hand at all times and must not be left unattended. Sprinklers, irrigation systems and the like are forbidden.

Not to install any pipework or interrupt or alter the water supply provided by the Council

Exercise due care in regard to the water supply in order to prevent waste.

Any water leakages to be reported to the Council at the earliest opportunity

The Council reserve the right to shut off the water supply and drain the pipes whenever deemed necessary owing to frost or other cause.

Bonfires Bonfires may be lit by the Tenants on their allotments only, must be kept under control at all times and not left unattended. Bonfires MUST BE EXTINGUISHED before the Tenant leaves the plot.

Compost Bins All unwanted vegetable arisings should be composted in an appropriate manner within the confines of the allotment plot.

Inspections The Council will undertake periodic inspections of the allotment site having provided 1 weeks' notice to plot holders via email and posting a notice on the information board situated on site.

Any plot holder who without good reason, has failed to comply with terms and conditions will be contacted and provided with a timeframe in which to remedy failures. If no progress is made after a second communication, the Council will have the right to terminate the tenancy.

Liability The Council accepts no responsibility for theft, loss or damage however caused. It is advised that items of value are not kept on site.

Determination The tenancy shall, unless otherwise agreed in writing terminate on the half-yearly rent date next after the death of the Tenant.

The tenancy may also be determined in any of the following manners:

- By the Council giving 12 months previous notice in writing expiring on or between 30th September and 1st April;
- The Tenant giving the Council notice to quit;
- By re-entry by the Council after giving 3 months'

notice in writing on account of the allotment garden being required for any purpose for which it has been appropriated under any statutory provision or for building, mining or any other industrial purpose or for roads or sewer connection with any of those purposes;

- By re-entry by the Council after giving one month's notice in writing to the Tenant if the rent or any part thereof is in arrears of 40 days or more;
- If it appears to the Council that a breach of the conditions and agreement on the part of the Tenant (provided that, if this relates to the condition or cultivation of the plot, that at least 3 months have elapsed since the commencement of the tenancy).

Termination of Tenancy When the tenancy terminates for whatever reason, including eviction, the Tenant shall

- Return the plot to the Council leaving it in the state and condition that this agreement requires the Tenant to keep it in;
- (If the Council so requires) To remove from the Allotment Gardens any buildings, structures or fittings which the Tenant or a predecessor has affixed to the plot and make good any damage;
- Pay to the Council any compensation, which, under Section 4 of the Allotments Act 1950, the Tenant must pay because he has failed to maintain the plot and in a good state or cultivation and fertility.
- If you move outside of Dinas Powys your allotment must be relinquished at the end of the tenancy year.

Adopted 10 July 2024