



YNYSAWDRE COMMUNITY COUNCIL CYNGOR CYMUNED YNYSAWDRE

ALLOTMENT TENANCY AGREEMENT TERMS AND CONDITIONS

This is an agreement between Ynysawdre Community Council and the Tenant(s)
The agreement covers the yearly tenancy from first day in May

The yearly allotment rent will be subject to annual review by the community council.

The community council accepts no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify the council in respect of any such claim made against it.

The council's sole responsibility will be for the cost of upkeep and repair of the boundary fence and gate of the allotment and agree to replace or repair any damaged part within a reasonable time limit. This does not include boundaries at the side or back of the plot which are considered part of the plot and as such the responsibility of the tenant.

The statutory requirement for the Community Council is purely to provide the land for the allotments regardless of its condition. The rents received from the allotments should cover the costs incurred to the Council for the upkeep and repair of the boundary fence and gates.

The tenancy is subject to the following conditions:

- The rent will be paid during the first week of May each year, currently set at £20
- The allotment garden will be used as an allotment garden and for no other purpose.
- The tenancy will end on the death of the tenant. Unless there is another tenant named on the tenancy agreement. Whereby, the tenancy will remain that of the named person unless otherwise notified.
- The council shall not accept responsibility in respect of any damage to the allotment or theft of any item or structure placed on the allotment. Any incidence of anti-social behaviour must be dealt with by the Police; the Council is legally unable to assist with such incidence.
- The tenant will be responsible for the maintenance of the allotment shed and any other replacement sheds/outbuildings placed on the allotment.



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1) The tenant will:

- a. Keep the allotment fertile, cultivated, neat and tidy at all times.

***All composting must be kept at the furthest end of the plots, away from residential properties.**

- b. Not use barbed wire or other sharp material as a fence
- c. Keep all paths well maintained
- d. Keep all access lanes to allotments clear (no parking)**
- e. Only grow produce for personal use
- f. Approved consent is afforded in advance by the Council for the tenant to replace the present shed at any time, or due to damage or general wear with a suitable replacement, shed or greenhouse, no larger in square footage than the previous item. Written consent from the Council will be required for consideration of its replacement with any building or structure.

2) The tenancy will be terminated if:

- a. The rent is in arrears for 30 days or more, whether legally demanded or not.
- b. After 3 months tenancy, the allotment is not clean and in a good state of cultivation.
- c. If the tenant sells produce grown on the allotment.
- d. If the tenant fails to comply, within 30 days of a notice requiring the tenant to remedy any failure to observe the conditions of the agreement.
- e. If there is evidence that the plot is being sub-let or part of the plot being sub-let or assigned to any other person (unless that person is named on the tenancy agreement).
- f. Improper use of the plot, i.e. consumption of alcohol, threatening behaviour, dumping rubbish on the allotments, except for a reasonable amount of manure and compost.



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3) General Rules of Allotment Tenancy:

- a. The allotment shall not under any circumstances be used for the dumping of household rubbish or any other materials which are to the detriment of the allotment.**
- b. Should waste materials be found on an allotment plot during an inspection, it will require immediate removal at the cost of the allotment tenant.**
- c. The tenancy will be terminated by the council giving 28 days' notice in writing, or the tenant giving 28 days' notice in writing.
- d. The maintenance, staining and painting of the structure on the site will be at the cost of the tenant. Consent is approved in advance by the Council, and no written consent will be required of the tenant as to this maintenance.
- e. Not to plant any fruit trees on the allotment without the approval of the council. If consent is given, the maximum height of the tree should be **3 METRES**, all tree branches must remain within the boundary of the allotment.
- f. Not to keep any animal/livestock on the allotment, except hens (Allotments Act 1950, s. 12(1) kept on the allotment must not occupy more than a third of the allotment (maximum of NINE hens permitted)).
- g. Notify the council of changes to your contact details.
- h. Observe and perform any other special conditions, which the council considers necessary to preserve the allotment from deterioration.
- i. All water receptacles must be secure and not sunken. Make sure they are upright and not on their side where wildlife could crawl inside.
- j. On termination of the agreement, it will be the sole responsibility of the tenant to arrange removal of all personal belongings as soon as is reasonably practicable within 28 days.
- k. The council reserves the right to take all reasonable steps to recover any costs incurred in the removal and disposal of personal belongings left on the allotment after the 28-day period.

- l. Any officer or member of the council will be entitled, at any time, to enter the

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allotment plot for inspection.

Inspections will be carried out by members of the Community Council on a regular basis.

4) BONFIRES:

- a. Keep the use of bonfires to a minimum, supervised and with water available nearby in case of emergency and must be extinguished at least one hour before leaving the site.
- b. If able, please give appropriate notice to other allotment holders and residents who may be affected by the smoke.
- c. Only natural materials are to be placed on a bonfire – no plastics, rubber, treated wood, etc.