

Allotments

Tenancy conditions.

1. The Tenancy is subject to:

(a) the exceptions and reservations contained in the Lease or Agreement under which the Council holds the land.

(b) the payment of the rent and the observance and performance of the conditions and agreements herein contained; and

(c) the provisions of the Allotments Acts 1908 to 1950 (or any statutory modifications or re-enactment thereof).

2. The annual rent shall be such sum as may be determined by the Council and shall be paid by the Tenant yearly in advance with effect from 01 April in each year. The amount of the rent shall be notified to the tenant by means of an annual invoice. A proportional rent shall be payable for any part of a year over which the tenancy may extend. The Council shall pay all rates and taxes. If a tenancy is given up during the year, no refund of rent is payable.

3. PROVIDED that, where it is agreed that a Tenants family member is a shared user the use of the allotment plot with another person for at least twelve months, that family member shall have first right of refusal to over the tenancy of the said allotment plot.

4. Provided the council shall give one months or longer notice to the Tenant to quit the allotment plot;

(i) if the rent is in arrears for not less than 30 days whether legally demanded or not; or

(ii) if the Tenant has not duly observed the conditions of their tenancy herein contained; or

(iii) if they become bankrupt or compounds with their creditors

(iiii) if the Council or the owner of the land require possession of the allotment land for building purpose (including the provision of the lands to be occupied with new buildings) or for any other purpose this Agreement may be terminated by the Council on **three months notice** in writing to the Tenant at the time.

5. In any case the tenancy shall terminate three months after the death of the Tenant, or earlier if requested by their next-of-kin or executors, and whenever the lease or agreement under which the tenancy or right of occupation of the Council terminates.

6. Any notice given by the Council pursuant to the Agreement may be signed by its Town Clerk/Proper Officer for the time being and shall be sufficiently served if sent to the Tenant by email and post at the before mentioned address.

7. During the continuation of the tenancy the Tenant:

(a) shall continue to be resident in the parish of Bury St Edmunds

(b) shall wholly cultivate the allotment plot for the production of vegetable and/or fruit and/or flower crops and any produce from the allotment for use by the tenant and their family.

(c) shall keep the allotment plot clean, free from weeds and noxious plants and in good state of cultivation and fertility and in good condition in all respects to the satisfaction of the Council and shall so deliver it up at the end of the tenancy. The council reserves the right to make a charge for clearing an allotment plot left in an untidy condition at the end of a tenancy.

(d) shall not cause any nuisance or annoyance to the occupier of any other allotment plots, or trespass thereon without permission, or obstruct any path set out by the Council for the use of the occupiers of such allotment plots.

(e) shall not underlet, assign, or part with the possession of the allotment plot or any part of it;

(f) shall not, without the written consent of the Town Council cut or prune any timber or other trees belonging to the Council or take sell or carry away any mineral gravel sand clay;

(g) shall not without written consent of the council, erect any building or structure on the allotment plot. Provided that any building or structure thereon shall be erected only in a position and be such dimensions and materials as shall be approved of by the Council. Provided further that no building or structure shall be kept in such a condition or manner as to be prejudicial to health or a nuisance or effect the operation of any legal requirement; **and shall not reside therein.**

(h) shall compost on the allotment plot all vegetable refuse collected or produced in the cultivation thereof, or weeds., or shall remove the same from the allotment plot for recycling through the appropriate facilities provided by West Suffolk Council, and shall not use the allotment gardens nor allow the same to be used for the storage of rubbish and shall not dump any of the aforementioned items on other allotment plots or uncultivated areas within the boundaries of the allotment garden site;

(i) keep the allotment plot and their half of the footpath adjoining the same clean and free from weeds;

(j) shall provide/erect and thereafter maintain to the satisfaction of the Town Clerk/Proper Officer for the time being of the Council any hedge, fence or gate on the allotment garden, but any such hedge, fence or gate shall not exceed four feet or one metre twenty centimetres in height and any such fence shall consist of wooden posts and chicken wire. No fence shall consist of barbed wire. PROVIDED THAT no hedge, fence or gate shall be erected without the previous written of the said Town Clerk/Proper Officer.

(k) shall keep the allotment garden free as far as is possible from vermin including rats and mice;

(l) shall not keep livestock of any kind on or in the vicinity of the allotment plot, except under special circumstances by negotiation with the Town Council in relation to Honey Bees, Hens and Rabbits provided that such keeping is for personal use and is not prejudicial to health or a nuisance;

(m) shall not remove any manure that may be produced on the allotment garden but shall apply it to the land:

(n) shall allow any members or officer of the Town Council at any time to enter and inspect the allotment plot;

(o) shall observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice is given to them;

(p) not sell or undertake a business in respect of the cultivation and produce in the allotment plot.

(q) shall not let loose on or in the vicinity of the allotment garden any animal or livestock whatsoever;

(r) shall not tamper with the water supply installations in any way and shall not run any hosepipe or siphoning device or pump from the water supply on the allotment garden and shall not do anything which could cause contamination of the water supply;

(s) shall comply with any environment legislation enacted;

(t) shall not burn anything anywhere on the allotment gardens.