

**TENANCY AGREEMENT FOR
ALLOTMENTS AND COMMUNITY GARDENS
IN COUNCIL PROPERTY**

AGREEMENT TO LET

1.0 INTRODUCTION

Dungannon & South Tyrone BC Council agrees to let and the Tenant agrees to take the Plot on a yearly Tenancy which ends on the 31st March each year. The Tenant is subject to the Allotments Act (Northern Ireland) 1932 and this Tenancy Agreement.

1.1 Rent

The Tenant agrees to pay Dungannon & South Tyrone Borough Council a rent payable yearly in advance and is due on the 31st March each year. Full payment is due on issue of the agreement and rent demand and is non-refundable. Failure to pay will result in cancellation of the agreement.

The current rent for this allotment year (1st April 2011 to 31st March 2012) **is at a 50% reduced rate*** of **£25** for full size individual plots and **£15** for community group plots and **half/quarter size individual plots**.

*The reduced rate for 2011/2012 is being applied as the allotments are currently under development and plot holders may not be able to gain full benefit out of their plots during this growing season.

From 1st April 2012 the **full annual rate** will be applied to all allotment plots i.e. £50 for full size individual plots and £30 for community group plots and half/quarter size individual plots.

1.2 Rent Review

The rent due may be increased or decreased by the Council by not less than three months notice in writing to the Tenant. On receipt of the notice the Tenant may terminate this agreement by giving the Council one months notice in writing.

1.3 Plot Size

Plots offered may differ in size between different allotment sites.

At Nunnery Hill Community Garden the following plots are currently offered:

- **Community Group Plots** – reserved for groups only; **Plot size 6m x9 m**, limited number of Easy Access plots available
- **Full Plots** – **Plot size 12m x 9m**
- **Half/Quarter Plots** – **Half/quarter of Full Plots**

2.0 CONDITIONS OF LETTING

As well as paying the rent the Tenant agrees:

2.1 Use of the Land

To use the Plot as an allotment/leisure garden during daylight hours for growing normal garden selections of vegetables, fruit and flowers for personal use and consumption (but not by way of trade or business). Utilising a small greenhouse, frame, poly tunnel or shed if required but not without the written consent of the Council to do so.

2.2 Cultivation

To maintain their Plot and keep at least three-quarters cultivated and in a weed free state using techniques which do not cause long term environmental damage. To keep the Plot clean of waste and otherwise in a proper state of condition. The Council will be entitled to claim compensation from a Tenant who upon the termination leaves a Plot in a worse condition than when the Tenancy started. This will cover the cost of any reinstatement required.

2.3 Nuisance

Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden (or neighbouring property); or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. Bonfires are not permitted on Plots. Persons causing a nuisance may be prosecuted under the Environmental Protection Act 1990 or similar legislation. Tenants should adhere to the code of conduct issued with the Tenancy Agreement as amended from time to time and notified to the Tenants. Allotments are open during daylight hours only (normal Park Opening Times).

2.4 Security

Where applicable: Not to copy or lend the gate keys to any other person and close (and lock) all gates to prevent unauthorised access.

Sites that remain open to public access as part of a Public Park setting will be locked at night by Council staff.

2.5 Vandalism, Damage & Loss

The Council cannot be held responsible for any vandalism, damage or loss. The tenant should consider taking out his/her own insurance cover.

2.6 Barbed Wire

Not to use barbed wire or any other material or item on or around the Plot which may be a hazard to other Tenants or visitors.

2.7 Buildings / Structures

Not without the written consent of the Council to erect any buildings or structures on the Plot. The maximum dimensions for shed etc are 1.8meters x 2.4meters. In addition no shed may be constructed that exceeds 2.1meters in height. Only one structure per Plot is allowed. Glass, concrete or similar materials cannot be used on any Plot. The shadow cast by a structure must not, at any time, cover any other persons Plot. Sheds etc should only be used for storing tools and materials used on the Plot and must not be used for sleeping in or for any other purposes.

The Tenant shall be responsible for any structure, garden shed, greenhouse etc placed on the Plot and any contents. The Council cannot be held responsible for any damage or loss. The Tenant should consider taking out his/her own insurance cover.

A Tenant shall not erect any structures such as a wall, fence, screen or plant any hedge except by permission from the Council. Temporary structures for climbing seasonal vegetables etc is permitted without requiring permission from Council but must be removed by the Tenant if requested to do so by Council.

2.8 Wells, Ponds and Water Butts

Not to make any well or pond on the Plot. A Tenant may keep water butts or other water receptacles on the Plot; however, they must be securely covered.

2.9 Depositing of Refuse

Not to deposit or allow other persons to deposit on the Plot any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation). Not to place or allow being placed any matter in the adjacent woodland area or in any adjoining land. Only materials compatible with horticultural use may be brought onto the Plot, and has to be removed on Tenancy termination.

2.10 Cutting and Pruning

Not to cut or prune any timber or trees on the Plot or upon any adjoining land or take, sell or carry away any minerals such as gravel, sand, earth or clay.

2.11 Planting

Tenants may grow the normal range of soft fruit and vegetables on the Plot with the following restrictions.

- Not to grow Plants/Trees that exceed 1.8 meters (6 foot) in height.
- Not to grow Plants/Trees that are invasive to the extent of affecting paths and other Plots.
- Not to grow Plants/Trees that are illegal.
- Tenants will be required to remove Plants/Trees at the end of a Tenancy to return it to a re-let-able condition
- On the **Easy Access Community Plots** only soft fruit bushes/canes are permitted, while the growing of hard fruit trees is limited to the communal orchard area.

2.12 Keeping Animals

Not to keep any livestock on the Plot or in any building on it.

2.13 Dogs

To be allowed on the allotment site dogs have to be kept on a leash at all times and must not cause a nuisance e.g. through excessive barking. Dog owners may be asked not to bring a dog onto the allotments during certain activities/events. No dog fouling can be accepted anywhere on the site and it is dog owners' responsibility to clean up after their dog.

2.14 Environmental

Although the Council would like all allotment holders to garden organically we only require allotment holders in a designated "Organic Section" to do so. Information on growing organically is available on request.

When using any pesticides, herbicides or fungicides Plot holders must ensure to comply with the relevant legislation and not to cause detrimental impact on neighbouring plots or other allotment users. Allotment holders should also operate with regards to the 'Local Biodiversity Action Plan' and other Council environmental policies.

2.15 Management

To cooperate with the Council and its policies and procedures including Equality and Good Relations policies.

2.16 Plot Identification

To erect and maintain in a conspicuous position on the Plot a number plate of a type approved by the Council indicating the Plot Number plainly and distinctly visible at all times.

2.17 Prohibition of Notices

Other than the Plot number not to erect any notices or advertisement on the Plot.

2.18 Inspection

To allow any Officer or agent of the Council to enter and inspect the Plot at any time. The Council will make periodic inspections of the site and individual Plots. A Tenant whose allotment is not in a satisfactory state of cultivation will receive written warning to improve the standard within 12 days. Failure to comply with this first warning will result in the issuing of a final warning letter giving a further 12 days to improve. Failure to comply with the second warning letter will result in the issuing of a termination notice. Should the Tenant's Plot show substantial improvement within the 24 day period the notices may be withdrawn at the discretion of the Council. However, if the Plot is again considered unsatisfactory within a six month period commencing from the date of the original warning letter, the Tenant will be asked to vacate the Plot with one months notice. There will be no rent refund. When a Tenancy is terminated the Plot must be returned in good condition.

2.19 Restrictions on Assignment

Not to sublet, assign or release possession of the Plot or any part of it without the written prior consent of the Council. On the death of the Tenant the Plot will be offered to the next of kin.

2.20 Restrictions on Admittance to Council Allotments

The Council shall have the right to refuse admittance to any person other than the Tenant or a member of their family to the Plot unless accompanied by the Tenant or a member of their family.

2.21 Dispute between Occupiers

Any case of dispute between the Tenant and any other occupier of a Plot in the allotment field shall be referred to the Chief Executive for the time being of the Council whose decision shall be final.

2.22 Change of Address

The Tenant shall inform the Council of any change of his/her home address.

3.0 DETERMINATION OF TENANCY

The Council reserves the right to cancel a Tenancy agreement via one months Written Termination Notice if:

3.1 Rent

If the rent or any part is in arrears for 28 days the Council will be entitled to serve one months notice on the Tenant to terminate the agreement.

3.2 Breach of Conditions

If the Council considers there to have been a breach of any of the conditions of letting then the Council will be entitled to serve a Notice to terminate the agreement.

3.3 Other

If the Tenant is no longer a resident of the Borough or when all reasonable efforts to resolve a conflict / issue between the Tenant and the Council have been unsuccessful.

3.4 Notice

Any notice required to be served under this agreement may be served on the Tenant personally or by leaving it at his/her last known address or by affixing the notice to the Plot.

4.0 DEFINITION OF TERMS

"Council" means Dungannon & South Tyrone Borough Council and includes any Committee of the Council or any Officer appointed by the Council.

"Rules" means these rules and conditions (regulations).

"Borough" means the Borough of Dungannon & South Tyrone.

"Allotment Officer" means the duly authorised employee of the Council whose role is to oversee the allotments.

"Plot," means the area of ground marked out for use as an Allotment.

"Tenant" means a Tenant of an Allotment Plot.

5.0 OTHER INFORMATION

The Tenant must live in Dungannon & South Tyrone Borough. Groups acting as tenant must be operational within the Dungannon & South Tyrone Borough area and at least 80% of their participants using the Plot must live in Dungannon & South Tyrone Borough. From time to time the Council may add additional Rules as are necessary to maintain the infrastructure and integrity of the Allotment Gardens and management thereof.

6.0 CONTACT DETAILS

Dungannon & South Tyrone Borough Council, Agenda 21 unit, Circular Road, Dungannon, County Tyrone, BT71 6DT, Tel: 028 8772 0300, Fax: 028 8772 0368, www.dungannon.gov.uk
E-mail: environmental.health@dungannon.gov.uk

7.0 VERSION / UPDATES

This version of the Tenancy Agreement is effective from 22 March 2011. This version of the Tenancy Agreement was agreed at Council on 14 March 2011.

The latest version of this document is available at www.dungannon.gov.uk

