

PLEASE NOTE THAT ITEMS IN RED ARE CHANGES FROM THE PREVIOUS YEAR'S AGREEMENT

STANSTED MOUNTFITCHET PARISH COUNCIL

TENANCY AGREEMENT FOR ELMS FARM ALLOTMENT GARDENS

THIS AGREEMENT is made the First day of January 2024

BETWEEN

Stansted Mountfitchet Parish Council

Of The Mountfitchet Exchange, Crafton Green, 72 Chapel Hill, Stansted Mountfitchet, CM24 8AQ

("the Council") and
(2)

of *Please add name(s), address and phone number*

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at Elm's Farm, numbered ** on the Council's allotment plan and containing approximately *** square metres ("the Allotment Garden").
- 2.2 Current tenants will not be considered for additional allotment plots and will not be allowed to join the waiting list.

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from 1st January 2024 at an annual rent of £** which is payable to the Council by the Tenant on the first day of January each year ("the Rent Day"). There is an initial, one off registration fee of £50.00.
- 3.2. 12 months' notice of any rent increase will be given by the Council to the Tenant in January of the preceding year to take effect the following year.

3.3. Water supply shall be included in the rental charge.

3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

4. Rates and Taxes

4.1. The Council will pay all rates and taxes

5. Cultivation and Use

5.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

5.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

5.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter. An allowance for grass/stone paths between beds will be made at the discretion of the Council.

5.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, water recovery systems and shed bases etc is 25%.

6. Prohibition on Under letting

6.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

7. Conduct

7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

7.2. The Tenant must comply with the conditions of use attached as Schedule 1.

7.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

7.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

7.5. The Tenant shall not knowingly enter onto any other plot at any time without the express permission of the relevant plot holder.

- 7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 7.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

8. Lease Terms

- 8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

9. Termination of Tenancy

- 9.1. The tenancy of the Allotment Garden shall terminate
- 9.1.1. automatically on the Rent Day next after the death of the Tenant, or
 - 9.1.2. by either the Council or the Tenant giving to the other at least one months notice in writing.
 - 9.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
 - 9.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - 9.1.3.2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
 - 9.1.4. by re-entry if the rent is in arrears for not less than 40 days, or
 - 9.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - 9.1.6. by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or
 - 9.1.7. by the Council giving the Tenant at least one months-notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than one mile out of the borough, district or parish.
- 9.2. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition may be charged to the Tenant (section 4 Allotments Act 1950).

10. Change of Address

- 10.1. The Tenant must immediately inform the Council of any change of address.

11. Notices

- 11.1. Any general notice given under this agreement must be in writing and to ensure safe receipt should be delivered by email. Any final notice to quit will be delivered by hand or sent by registered post or recorded delivery on the same day.

11.2. Any final notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

11.5. All allotment tenants are members of the Elms Farm Allotment Association. You give your consent for your email address to be shared with the association if you tick the box below.

I am happy for my for my email address to be shared with the Elms Farm Allotment Association.

Executed by the Council by

Print Name:

Date:

Signed by the Tenant

Print Name:

Date:

SCHEDULE 1
Conditions of Use (Subject to Annual Review)

1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees on their plots. We expect fruit trees and shrubs to be pruned for shape and to control vigour.
- 1.2. The Tenant shall not plant any trees other than dwarf **rootstock** fruiting trees and or fruiting bushes without the prior **written** consent of the Council. These trees should grow to a maximum of 8-10 feet (approx 2.5-3m) tall
 - 1.2.1. Large tree and bush species are not viewed as suitable for allotments and will not be permitted. Please enquire with the Parish Council office if you are unsure if the tree or shrub is suitable.
 - 1.2.2. Any trees or shrubs planted before 1st January 2024, which are not on a dwarf rootstock, are permitted in principle if this does not cause any nuisance (casting shade, root causing issues, etc.) to neighboring plots or become too big for the allotment space (8-10feet/2.5-3m). The Parish Council can request these to be removed or reduced at any time.
 - 1.2.3. If you have received prior written consent for a tree or shrub planted before 1st January 2024 we will review this consent if the tree becomes a nuisance to neighboring plots or is deemed unsuitable for the allotment site due to the size.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on their Allotment Garden.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 1metre wide.

3. Security

- 3.1. The Tenant shall be issued with a code to access the Allotment Site either by car or on foot. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The code is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be

provided with the combination code). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

- 3.4. Any thefts of personal belongings, vandalism or damage to property on the individual plots should be reported by the police by the plot holder. Please inform the Parish Council of any criminal incidents so we can keep a record.

4. Inspection

- 4.1. An Officer of the Council and an appropriate knowledgeable person will inspect the allotments and check if tenants are upholding their plot according to the tenancy agreement.
- 4.2. An officer of the Council if so directed, may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.
- 4.3. Inspections will take place in March, April, May, July, August and October.
- 4.4. After an inspection the Parish Council will issue warning letters to tenants not fulfilling the tenancy agreement. Please contact the Parish Council for our inspection and warning letter policy.
 - 4.4.1. All warning letters are issued via email, unless the tenant has requested letters by post. If you receive a warning letter, we advise you to contact the Allotment Officer. The officer will consider reasonable explanations for the observations made.
 - 4.4.2. Follow-up inspections will usually take place 2-4 weeks after the warning letter is issued. This will be mentioned in the warning letter.
 - 4.4.3. The allotment officer will not provide an exact date for inspections.
 - 4.4.4. The most recent warning letter will continue to appear on the tenants' records until the end of their tenancy.
 - 4.4.5. If you receive a Notice to Quit you have the right to appeal. Winning the appeal does not remove past warning letters from your records, and failing an inspection will lead to immediate termination of tenancy.

5. Water/Hoses /Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time.
- 5.3. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and up to three hours before dusk in winter. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully

extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

5.4. Ponds or any kind of water feature are not permitted

6. Dogs

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off-site by the Tenant.

7. Livestock

7.1. No livestock is to be kept on the allotment site.

7.2. An area of the allotment site has been designated for a limited number of bee hives. Any tenant wishing to keep bees must seek approval of the Council. Proof of relevant qualifications will be required.

8. Buildings and Structures

8.1. Tenants may erect a small tool shed and either a greenhouse or polytunnel to the approved specification subject to the appropriate permissions being obtained in advance from Stansted Mountfitchet Parish Council. Tenants must submit in writing a plan of the intended construction prior to installation which may not take place until written approval from the Parish Council has been received back.

8.2. The approved specifications for sheds are; Height: 2.2m/7.2f, Length: 2.5m/8.2f and width: 2.0m/6.6f and, should: be made of wood or aluminium with glazing of polycarbonate, plastic or toughened glass.

8.3. The approved specifications for greenhouses are; Height 2.2m/7.2f, Length 3.0m/9.8f and Width 2.0m/6.6f and should be made of wood or aluminium with glazing of polycarbonate (preferred) or plastic. Toughened or safety glass is also allowed. Horticultural glass is NOT permitted.

8.4. The approved specifications for polytunnels are: Length 4.5m/14.75f and width 2.5m/8.2f. Polytunnels should be made of plastic or metal frames with a polythene covering.

8.5. All buildings to be kept locked when not in use.

8.6. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.

8.7. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

8.8. The Council will not be held responsible for loss by accident, fire, theft or damage from individual allotment garden.

8.9. The playing of ball games at the allotment site is prohibited

- 8.10. No play equipment to be left on any plot for longer than a 24-hour period. Such play equipment must be confined to the non-cultivated area.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.3. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. The use of pesticides and insecticides must only be used if absolutely necessary and be kept to a minimum. Tenants must ensure that they are not left unattended at any time.
- 10.2. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.3. When using any sprays or fertilisers the Tenant must
- 10.3.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.3.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - 10.3.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.4. The use and storage of chemicals must be in compliance with the all relevant legislation (COSHH Regulations)
- 10.5. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

11. Signage and advertisement

- 11.1. The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.
- 11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

12. Car Parking

- 12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time. The car park is only to be used whilst the tenant or person acting for them is working on the allotment site. Failure to comply with the parking regulations are grounds for the council to terminate the tenancy agreement. No parking to take place in the access road at any time