

**SUMMARY OF THE ALLOTMENT
TENANCY AGREEMENT**

(Taken from the Allotment Tenancy Agreement)

This summary is provided as a guide and for information purposes only and is not intended to create any legally binding relationship with the Council or replace the terms of the Allotment Tenancy Agreement.

What an allotment tenant is required to do: -

- 1 Tenants of an allotment are required to cultivate the allotment properly, keeping it free from weeds, well manured and trimming any hedges on it.
- 2 Tenants are also required to display the number of the allotment clearly within the allotment plot.
- 3 Tenants must permit any Member or Officer of the Council to enter and inspect the allotment plot as required.
- 4 Tenants must live within the North East Lincolnshire County Boundary.
- 5 If the Council has provided sheds or greenhouses on the allotment plot, then the tenant is responsible for maintaining these buildings. The Council can instruct a tenant to carry out necessary repairs to these buildings at any time.
- 6 When a tenant gives up their allotment they must leave it in a reasonable state. If the tenant fails to do this, the Council can carry out any work needed to bring it into a reasonable state and then recover the cost from the tenant. This could include the cost of removing debris, repairing structures or rotavating the land.

What an allotment tenant should not do: -

- 1 A tenant must not use the allotment plot for anything other than growing produce for the benefit of the tenant and their family.
- 2 A tenant must not carry out any type of trade or business on the allotment.
- 3 Between the 1st March and the 31st October a tenant must not light fires on the allotment plot or roads.
- 4 Between the 1st November and the last day of February a tenant can only light a fire on the allotment plot to burn garden rubbish. A tenant must not allow these fires to be a nuisance to other allotment gardeners or to the residents of surrounding houses.
- 5 A tenant must not cause a nuisance, damage or annoyance to the Council, other allotment tenants or the residents of surrounding houses.
- 6 A tenant must not obstruct any paths or roadways that have been set out by the Council within the allotment site.
- 7 A tenant must not underlet, assign or part with the possession of the allotment plot or any part of it.

- 8 A tenant must not cut any timber or prune any trees on the allotment plot without permission from the Council.
- 9 A tenant must not remove or sell from the allotment site any mineral gravel, sand or clay without permission from the Council.
- 10 A tenant must not allow any unsightly materials to accumulate on the allotment plot.
- 11 A tenant must not allow any noxious, dangerous or carcinogenic materials to be present on the allotment plot. Therefore, the use of materials containing asbestos, tyres or carpet is strictly not permitted.
- 12 A tenant must not build a shed or greenhouse on the allotment without permission from the Council.
- 13 A tenant must not use any building on the allotment as sleeping accommodation.
- 14 A tenant must not keep any livestock on the allotment without permission from the Council.

What the Council shall not do: -

- 1 The Council will not be liable for any loss of crops or damage done to the allotment caused by livestock or other animals straying or trespassing on to it.

The Tenancy Agreement between the Council and the tenant will end: -

- 1 The Tenancy Agreement will end on the next due date for payment of the rent after the death of the tenant.
- 2 The Tenancy Agreement will end if the Council or the tenant give 12 calendar months notice in writing. This notice must expire on any date before the 6th April or after the 29th September in any year.
- 3 The Tenancy Agreement will end if the Council give the tenant one months notice in writing following any breach of the terms of the Tenancy Agreement, including non-payment of rent.
- 4 If the tenant, or any person invited onto the allotment site by the tenant, is convicted of theft from any allotment plot, then the Tenancy Agreement will terminate immediately and without notice.

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