



Carrickfergus Borough

TENANCY AGREEMENT FOR ALLOTMENT GARDENS IN COUNCIL PROPERTY

AGREEMENT TO LET

1.0 INTRODUCTION

The 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 Carrickfergus 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 2010 to 31st March 2011) is £50 and half / quarter size Plot is £35.

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.

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 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 (dawn till dusk).

2.4 Security

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

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 hedges, ditches or dykes in the allotment field to which the Plot forms part 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 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.
- Tenants will be required to remove trees and plants at the end of a Tenancy to return it to a re-lettable condition

2.12 Keeping Animals

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

2.13 Dogs

Not to bring or cause to be brought into the allotment facility any dog unless the dog is held on a leash.

2.14 Environmental

Although the Council would like all allotment holders to garden organically we only require allotment holders in Field D to do so. Although exacting organic standards are not specified by Council information on growing organically is available on request or by visiting the Council website at www.carrickfergus.org or www.edenallotments.co.uk. Allotment holders should also cooperate with the Council 'Biodiversity Policy' and other 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 Allotment Garden

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 Director of Development Services 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 Carrickfergus 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 Carrickfergus.

"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 Carrickfergus 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

Carrickfergus Borough Council, Museum & Civic Centre, 11 Antrim Street, Carrickfergus, BT38 7DG.

T: 028 9335 8039

F: 028 9336 6676

E: greenspace@carrickfergus.org / mail@edenallotments.co.uk

W: www.edenallotments.co.uk

7.0 VERSION / UPDATES

This version of the Tenancy Agreement is effective from 08th March 2010. This version of the Tenancy Agreement was agreed at Council on 05th March 2010.

The latest version of this document is available at www.edenallotments.co.uk.