



**TENANCY AGREEMENT FOR ALLOTMENT GARDENS
IN ALL COUNCIL OWNED PROPERTIES**

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 Mid & East Antrim 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.

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 month's 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, principally for personal use and consumption (but not by way of individual trade or business). Opportunities for disposal of surplus produce through collective activity will be determined by the Tenants through their agreed representative and constituted group of Tenants.

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 and Personal Conduct

Not to cause or permit any nuisance or annoyance to the occupier of any other Plot (or neighbouring property outside the allotment gardens); or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. Controlled fires for appropriate use should not be left unattended

and tenants are responsible for their safe use. Persons causing a nuisance may be prosecuted under the Public Health (Ireland) Act 1878, Pollution Control and Local Government (NI) Order 1978 or similar legislation. Tenants should adhere to published guidance issued by Council on matters relating to the Tenancy Agreement as amended from time to time and notified to the Tenants. Allotments are open during daylight hours only (dawn till dusk).

Mid & East Antrim Borough Council has a commitment to eliminating unlawful discrimination. This extends to the conduct of Tenants, who must not cause or allow any harassment, nuisance or annoyance to others. Tenants must not use (or allow to be used) the allotment gardens for any illegal purpose and must keep the peace at all times. Tenants are fully responsible for the conduct of their family members and other guests attending the allotment gardens.

2.4 Security

Not to copy or lend the gate keys (if issued / applicable) 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 Structures

Concrete/masonry block type walls (or similar) are not permitted on any Plot. The maximum dimensions for a shed, greenhouse etc are 6 feet x 8 feet and 7 feet in height. A shed, greenhouse 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. Any fence, screen, hedge or other similar structure should be no more than one meter in height. Any fence etc should blend into the landscape; be erected for a gardening purpose; and be made of natural materials. The fence etc must not lean onto or occupy the common footpath. The Tenant shall maintain in good order the partition strips between the common footpath and any fence etc. Temporary fencing for climbing seasonal vegetables etc is permitted without requiring permission from Council but if used around the perimeter of the plot should cover no more than one third of the perimeter.

The Tenant shall maintain and keep in good repair any structure on their plot and shall be responsible for any structure etc placed on the Plot and any contents. The Council cannot be held responsible for any damage or loss and Tenants should consider taking out their own insurance cover. The shadow cast by a structure must not, at any time, cover any other person's Plot and should be at least 50cm inside the boundary of a plot. Only one structure per Plot is permitted. Glass, stone, concrete or similar materials cannot be used on any Plot and must be removed if requested to do so. A Tenant must remove any structure etc within 30 days if requested to do so by Council.

(Tenants should seek advice in advance from Council if considering the erection of any structure at the Plot)

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. Hoses or sprinklers are not allowed except where required to fill water containers. Hosepipes or siphoning devices are not to be used to remove water from any water supply.

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 or if requested to do so by Council.

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

No trees other than fruit trees shall be cultivated or allowed to grow on the plot. 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 metres (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 structure 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. Dogs must not be allowed to become a nuisance to others. Owners must act responsibly and clean any dog foul caused by their pet from the site

2.14 Environmental

Although the Council would like all Tenants to garden organically i.e. not using synthetic fertilizers, pesticides, herbicides or other chemicals, we only require Tenants 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. Tenants should also cooperate with the Council 'Biodiversity Policy' and other environmental policies. Tenants must not store or leave any chemicals, fertiliser, or other horticultural herbicide or pesticide on the plot or in any store.

2.15 Management

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

2.16 Notices

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

2.17 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 month's notice. There will be no rent refund. When a Tenancy is terminated the Plot must be returned in good condition.

2.18 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.

2.19 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.

2.20 Dispute Between Occupiers

Any case of dispute between the Tenant and any other occupier of a Plot in the allotment field shall be dealt with in the first instance through the agreed representative and constituted group of Tenants or its appointed person to deal with on-site disputes

2.21 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 month's 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 month's 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 these conditions of letting then the Council will be entitled to serve a Notice to terminate the agreement. A tenant may appeal in writing any termination within 14 days of the receipt of the termination letter. The appeal should detail why Council procedures were not correctly applied. The Council will appoint an Appeal Panel to consider the appeal and reply to the plot holder within 14 days of receipt of the appeal. The decision of the Appeal Panel shall be final.

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 Mid & East Antrim 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 Mid & East Antrim.

"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 the 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 APPLICATION FOR TENANCY

If you would like to apply for a plot at an allotment site, fill out our application form to be added to the waiting list. To maintain anonymity, you will be given a unique code number when you are added to the list.

Code numbers are incremental, so you will be given a number one higher than the previous applicant.

Due to the nature of the allotment system, we are unable to give any indication of how often a plot will be made available.

7.0 CONTACT DETAILS

Mid and East Antrim Borough Council, Parks & Open Spaces, Museum & Civic Centre, 11 Antrim Street, Carrickfergus, BT38 7DG.

T: 0300 124 5000 or (028) 9335 8231

E: parks@midandeastantrim.gov.uk

W: www.midandeastantrim.gov.uk

8.0 VERSION / UPDATES

This Mid & East Antrim Borough Council version of the Tenancy Agreement is effective from 01st April 2016 and was agreed by Mid and East Antrim Borough Council on 07th March 2016. The latest version of this document is always available at www.midandeastantrim.gov.uk/allotments.