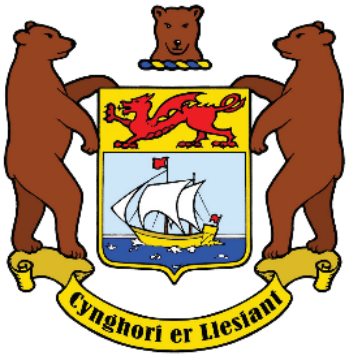

PENARTH TOWN COUNCIL
LEISURE GARDENS (ALLOTMENTS)
TENANCY AGREEMENT

Updated April 2024

AN AGREEMENT made on **1ST APRIL 2024** between **PENARTH TOWN COUNCIL** (hereinafter called "*the Council*") acting by its Agent **EMMA BOYLAN, TOWN CLERK,** of the one part and:

NAME:	XXX
ADDRESS:	XXX XXX XXX XXX
EMAIL:	XXX
PHONE NUMBER:	XXX

(hereinafter called "*the Tenant*") of the other part.

WHEREBY the Council agrees to let, and the Tenant agrees to take on, a yearly tenancy from **1ST APRIL 2024** (but subject as hereinafter mentioned).

The leisure garden at **XXX Leisure Gardens** and numbered **NO XX** in the Council's register of leisure gardens and containing **X perch** or thereabouts (hereinafter called "the Allotment Garden) at the yearly rental of **£X** (subject to review annually) payable as hereinafter mentioned and at a proportionate rent for any part of a year which the tenancy may extend.

1. The rent shall be paid yearly, in advance, clear of all deductions (otherwise than allowed by statute). Payment will be required within 30 days from the issue of the invoice. Invoices will be issued by the end of May.

2. If the Tenant takes possession upon a date other than the first day of April, then the first payment of rent shall be due on the date on which the tenancy commences. The rental shall comprise a proportional rent which is to be calculated from the first day of the month in which the tenancy commences. The second and subsequent payments of rent shall be paid in the manner prescribed in 1. above.

3. An invoice will be sent under separate cover for the rent due, plus a payment of **£**XX for the annual water charge. Thereafter, rent will be due within 30 days of the issue of the annual invoice, which will be issued by the end of May each year. Rent will be charged in advance, together with the annual water charge. The annual rental fee and water charges are subject to annual review.

4. **THE TENANCY** is subject also to the conditions specified in the schedule hereto.

5. For the purpose of the Allotments Acts 1922 and 1950 and any Acts amending or extending the same a "Leisure Garden" shall mean an "Allotment Garden" as defined by these Acts.

SCHEDULE

1. The Tenant shall, at all times, keep the Allotment Garden properly cultivated, fertilised, and free from weeds and shall so deliver up the same on the determination of the tenancy.

2. The Tenant shall cultivate the said land as an Allotment Garden within the meaning of the Allotments Act 1922 or any statutory amendment or re-enactment thereof and shall not use the said Allotment Garden for the purpose of trade or business.

3. The Tenant shall not erect on the Allotment Garden or suffer to be erected thereon any hoarding advertisement tool house, greenhouse, pigsty, or other structure or building of any kind without the previous written consent of the Council.

   As a matter of principle, the Town Council has agreed that Tenants, at their expense, should be allowed to provide their own sheds and/or greenhouses. However, any shed or greenhouse erected must conform to a general specification and this is in the interests of visual amenity.

   For guidance, the following specification has been drawn up:

   <u>Sheds</u>
   a) The maximum floor area shall be 60 square feet.
   b) The shed shall be constructed of wood, timber or PVC and may be fitted with windows.
   c) The shed may have an apex or pent roof which shall be covered with roofing felt. The overall height of the shed must not exceed 7 feet.

   <u>Greenhouses</u>
   Sheds and greenhouses shall be constructed of aluminum and glass (or approved substitute materials) and shall not exceed 80 square feet in area. The overall height of any greenhouse shall not exceed 7 feet.

   <u>Siting</u>
   Sheds and greenhouses shall be sited so as to cause no inconvenience to tenants of adjoining plots.

   The specifications outlined above are designed to allow a degree of latitude to individual Tenants whilst setting standards of provision in relation to structures on the various leisure garden sites under the control of the Town Council. It is the Council's wish that there should be no unsightly or ramshackle structures on any of its sites and Tenants are requested to note this wish.

   Consent in writing is required for the erection of such structures and wherever possible a sketch, diagram or photographs, together with dimensions, should be submitted with any application for consent.

   The Council reserves the right to request the removal of structures which it deems do not meet the requirements described above. Where a request for removal of a structure is not adhered to, the Council reserves the right to remove the structure itself. Costs incurred as a result of this may be passed onto the Tenant.

4. All rubbish or unwanted arisings from the allotment shall be removed from site by the Tenant to an approved tip. Rubbish shall not be deposited anywhere on the site and all unwanted vegetable arisings should be composted in an appropriate manner within the confines of the allotment plot.

5. The Tenant shall keep every path adjoining the Allotment Garden in good repair and condition.

6. The Tenant shall not use, erect, or permit to be used or erected any barbed or other wire for a fence, either on the Allotment Garden or adjoining any road or path whether set out by the Council or otherwise.

7. The Tenant shall not remove, erect, or permit to be erected around the Allotment Garden any fence constructed of scrap or other material.

8. The Tenant shall not remove and take away, or cause to be removed and taken away, any topsoil from the leisure garden plot.

9. The Tenant shall not cut, prune, lop, top, drive nails into, or otherwise injure, remove, or interfere with any timber or other trees without the previous written consent of the Council.

10. The Tenant shall not take, sell, or carry away any mineral, stone, gravel, sand, slate, chalk, flints, clay, or substrata without the previous written consent of the Council.

11. The Tenant shall not use, or permit to be used, the Allotment Garden or any building thereon for the sale distribution or consumption of intoxicating liquors or for gambling in any form.

12. The Tenant shall exercise due and proper care in regard to any water supply in order to prevent waste and shall use any supply only for and in connection with clause 2. of this Schedule.

    The Council reserves the right to shut off the water supply and to empty the pipes whenever deemed necessary owing to frost or other cause.

13. If, in the opinion of the Council, the Tennant causes willful or wanton damage to any path, gate, fence, structure, fitting thereof, or to any water pipe, tap, or to any other property of the Council, then the Tenant may be required to make good the same.

    Where this is requested by the Council and not undertaken, the Council reserves the right to undertake such works itself. Costs incurred as a result of this work will be charged to the Tenant. Where these costs are not paid within a timeframe agreed with the Council, the Council reserves the right to terminate this agreement with the Tenant with immediate effect.

14. All remains or objects of an archeological or other scientific interest found on or in the Allotment Garden shall remain the property of the Town Council. On discovering any such remains, the Tenant must report the fact to the Town Clerk at West House Stanwell Road, Penarth CF64 2YG and hand over the same to them on request.

15. The Tenant shall not obstruct or damage any drain, sewer, open ditch, or watercourse which is in, upon, under, or adjacent to, the Allotment Garden.

16. Where the Council permits the placement or erection of any building or structure upon the Allotment Garden the Tenant shall keep and maintain the same in good order condition and repair to the satisfaction of the Council.

17. The Tenant shall not install any form of heating apparatus in any building or structure without the previous consent of the Council in writing.

18. The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.

19. The Tenant shall observe, perform, and be subject to, all conditions and provisions of the tenancy under which the Council holds land comprising the Allotment Garden and the tenancy shall be subject to all reservations, rights, and powers of the superior Landlord or Landlords.

20. The Tenant shall not cause, permit, or suffer any nuisance, annoyance, or damage to the occupier of any other Allotment Garden, or to the tenant or owner of adjoining or contiguous premises.

21. The Tenant shall not obstruct or injure any path set out by the Council for the use of occupiers of the Allotment Gardens or otherwise.

22. The Tenant shall not trespass on adjoining lands and shall, as far as possible, prevent trespassing on adjoining lands.

23. Tenants with dogs on site will ensure that they are kept on a lead.

24. The Tenant shall not use the Allotment Garden or have access thereto otherwise than between the hours of 5:00am and 10:00pm each day.

25. The storage of crops, equipment, and any other items on the Allotment Garden is done so at the risk of the Tenant. Any losses to crops or equipment, including through vandalism, shall be the Tenant's responsibility. Should Tenants wish to take precautions for any such losses, they are advised to consider the question of insurance, and should, therefore, contact their insurance company or broker.

26. All game, woodcock, snipe, hares, rabbits, fish, and game and/or wildfowl nests and eggs on the Allotment Garden and the exclusive right of sporting over the Allotment Garden (subject to the provisions of the Ground Game Acts 1880 and 1896) are reserved to the Council and to the Superior Lessor or Lessors with full power for them their friends agents and servants at all times to enter the Allotment Garden for the purpose of preserving and watching the same and of the hunting, shooting, fishing, coursing, and sporting thereon.

27. Any Member or Officer of the Council shall be entitled at any time to enter and inspect the Allotment Garden and any building or structure erected thereon.

28. Where the Council itself is the tenant of land comprising the Allotment Garden, the Landlord and all persons authorised in that behalf shall be entitled at any time to enter the Allotment Garden for the purposes specified in the tenancy agreement between the Landlord and the Council.

29. The Tenancy may be terminated by the Tenant by one months' notice in writing to the Town Clerk of the Council at West House Stanwell Road Penarth CF64 2YG or via email to bookings@penarthtowncouncil.gov.uk.

30. The Tenancy shall be determined by the Council in accordance with the provisions of the Allotments Act 1922 as amended by the Allotments Act 1950 and more particularly by notice to quit or by re-entry notwithstanding any agreement to the contrary in the following circumstances.
    (a) a twelve months' or longer notice to quit in writing expiring on or before the 6th April or on or after the 29th of September in any year of the tenancy.
    (b) re-entry after three months' previous notice in writing to the Tenant under a power of re-entry contained in or affecting the contract of tenancy on account of the Allotment Garden being required for building, mining, or any other industrial purpose, or for roads or sewers necessary in connection with any of those purposes.
    (c) On one month's previous notice to quit to the Tenant if the rent of the Allotment Garden is in arrear for not less than forty days, or if within three months of the commencement of the tenancy, it appears to the Council that the Tenant has not duly observed any rules affecting the Allotment Garden which may have been made by the Council, or is resident more than one mile out of the administrative boundary of the town of Penarth.
    (d) Re- entry for non-payment of rent or breach of any term or condition of the Tenancy or on account of the Tenant becoming bankrupt or compounding with his creditors.
    (e) Upon the death of the Tenant by one month's notice in writing to the personal representative of the Tenant.

31. The Tenancy shall terminate on the termination of the tenancy of the Council under which it holds the land comprising the Allotment Garden, whether or not any Notice to Quit shall have been given to the Tenant.

32. In the event of the termination of the tenancy or re-entry by the Council the Tenant shall be liable to pay rent pro rata to the time of such termination or re-entry.

33. Any notice by the Council may be under the hand of the Town Clerk and shall be delivered or sent by post to the Tenant at his last known place of abode or business or left for him upon the Allotment Garden.

34. Rubbish or fly tipping left by a Tenant is not the responsibility of the Town Council. Tenants are responsible for removing all rubbish from the plot when termination of an Allotment Garden Tenancy has occurred. Any costs incurred by the Council in the removal of rubbish on behalf of a Tenant will be passed onto the Tenant. Previous tenants who do not pay these costs may be barred from accessing other Town Council operated services in the future, and the Council may seek to recover any costs incurred through other legal avenues.

AS WITNESS to the hands of the parties hereto

Penarth Town Council

	
Witness **Abby Woods** **Democratic Services & Facilities Officer**	**Emma Boylan** **Town Clerk**

Witness:	**Tenant**
Signature:	**Signature:**
Witness **Name (printed):** **Address:** **Telephone:**	**Tenant**