



UPPINGHAM TOWN COUNCIL
The Town Hall, High Street East, Uppingham,
Rutland LE15 9PY

**Allotment Tenancy Agreement and Rules
Tod's Piece and Leicester Road**

An Agreement made this day:

Between the Uppingham Town Council of the one part (hereinafter called 'the Council') and

(name).....

of (address).....

.....

(hereinafter called 'the tenant') of the other part, whereby:

(1) Uppingham Town Council Under the Small Holdings and Allotments Act 1908, councils have a statutory duty to provide allotments if there is a demand for them. In doing so the Council will be responsible for and maintaining the perimeter fences, entrance gates, carparking, or hard standing (where in place), main central walkways and a water supply .

(2) The Council agrees to let, and the tenant agrees to hire the allotment number

.....as recorded in the register of allotments for the Town Council.

(3) The Council has the authority to charge rent for allotment plots, although the rent must be fair and reasonable. The allotment rents will be reviewed on an annual basis.

- a. The yearly rental shall be £35.00 for a full plot, £20.00 for a part of a plot, which should be paid by the tenant to the Council in April each year.

(4) The Council are responsible for managing the waiting list for plots fairly and transparently, ensuring that available plots are allocated in accordance with local policies. The plots will be allocated initially to Uppingham residents unless a vacancy occurs and there is no waiting list at that time, they could allocate to a person outside of Uppingham.

(5) The Council will work closely with allotment associations, gardening clubs, and other local groups to ensure that the needs of allotment holders are met, this will include reviewing the rent every year and the Council will notify the tenant in writing of any changes with at least six months' notice before changes come into effect.

(6) The tenant hereby agrees to abide by the 'Allotment Tenancy Agreement and Rules, which includes the DO's and Don'ts and Bonfire Rules contained in this document. These are available to read on the Council website or on request.



(7) The tenancy may be terminated:

- a. By the death of the tenant.
- b. By the tenant giving the Council one month's notice in writing.
- c. By the Council giving the tenant six months' notice in writing, except that where the rental is in arrears for more than forty days, or where it appears to the Council that the conditions of the tenancy are not being complied with by the tenant, this period shall be one month.
- d. Should any activity by a tenant on the allotment sites owned by the Council result in a criminal prosecution

(8) On termination of a tenancy in the circumstances all but 4 a) above, the Council reserves the right to return the allotment to a good condition for letting at a reasonable expense and will invoice the former tenant for settlement in full subject to the deduction of any retainer previously paid.

(9) The Tenant must notify the Council of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident, or illness, see also responsibilities of Uppingham Town Council.

(10) The Council will not provide any refunds should the plot be vacated during the rent year or from a tenant being evicted.

(11) The Council does not accept liability for any accident to the public or other allotment holders occurring on your allotment plot. You should take out public liability insurance. Membership of The National Allotment Society either as an individual or as a member of an affiliated association or society currently provide as a benefit of membership liability protection to member plot-holders accused of accidentally causing injury or damaging property in their personal capacity. Eligible members are advised to specifically enroll in this scheme to receive cover.

(12) You must inform the Town Clerk's Office if you change address or have new contact details. Any written correspondence, for example: letters, notices, forms, will be deemed to have been served if sent by post to the tenant at his/her last known address (or by an agreed preferred alternative method, i.e., email

(13) Personal information held by the Council in relation to your allotment tenancy will be held in accordance with Data Protection. Any requests for information held by the Council in relation to the allotment tenancy will not be divulged to a third party without express written permission from the tenant.

(14) A maximum of 1 Allotment shall be allowed per person, to allow fair allocation.

(15) You are not allowed to sublet your plot without the agreement of the Town Clerk so a proper agreement can be put in place and record of allotment users.

(16) The Council is required to monitor allotment sites to ensure that they are being used properly. This involves checking that allotment holders are adhering to their agreements, such as maintaining their plots and using them for the intended purpose (e.g., food production). The Allotment Inspection Working Party consisting of (Admin Asst, Chair and Vice Chair of Amenities Committee and a member of each Allotment Association) will undertake inspections which will be carried out monthly from April until September. Inspections will begin by, or the closest weekday to 1st April and the final inspection will be carried out on, or the closest weekday to 1st September.

(17) The Tenant shall keep the allotment well maintained, free from weeds, properly cultivated, manured and in a good state of cultivation all year round. The allotment will be used wholly and mainly to produce vegetables, fruit and flower crops for consumption or enjoyment of the tenant and his / her family and for no other purposes and not for profit. Water butts & ponds must be always covered; the plot is to be kept clear of all rubbish.



(18) Where a tenant fails to maintain a good standard of Cultivation at the time of the monthly inspection, the Council will serve a Notice to Improve letter, giving 28 days for improvement, before next month's inspection.

(19) If there is no improvement at the inspection one month later, a second letter will be sent giving the tenant ONE MONTH'S NOTICE to vacate the plot.

(20) If after two months of notice, the plot has not been vacated the Council will take the allotment back into council ownership, clear and reallocate the plot to the next person on the official waiting list. The full cost of reinstating the plot to a cultivatable level may be charged to the former tenant, less any deposit previously paid.

Allotment Tenancy Agreement and Rules - Do's

(1) You can plant vegetables, soft fruit, herbs and flowers

(2) If your plot has gates, you MUST always ensure you close them behind you and where gates are fitted with locks / padlocks they MUST be properly secured when you leave your allotment.

(3) You can bring your dog on site if it's always kept on a lead, and you must clear up any faeces.

(4) You can have a small lawn area, not to exceed 12 square meters, as long as it's regularly mown.

(5) You should erect a clearly visible number board on your plot, we will advise you of the plot number

(6) If you have fruit bushes/trees, etc. you must maintain the area around them and make sure they are pruned regularly

(7) You must cultivate at least 50% of your plot and keep the rest free from weeds and cut any long grass

(8) If you have a shed on your plot, you must maintain it in a serviceable condition, you must request permission to erect a shed exceeding 6'X4'.

(9) If you have a poly tunnel on your plot you must maintain it in a serviceable condition, you must request permission to erect one exceeding 6'X4'.

(10) If you have a fruit cage on your plot you must maintain it in a serviceable condition, you must request permission to erect one exceeding 6'X4'.

(11) You must pay your allotment rent with 30 days of receiving an invoice

(12) If you vacate your plot, you must pay any rent owed and return the plot in the same state it was received.

(13) Always inform the Town Clerk if you change address or have new contact details.

(14) Permit entry to sheds/structures for the Town Clerk at any time requested.

(15) If you vacate your plot, you MUST remove all belongings within two weeks and any sheds that were on site before the current tenant must remain in place.

(16) Please be considerate to other allotment holders.



Allotment Tenancy Agreement and Rules - Don'ts

- (1) No turf, sods or soil to be removed from the plot and moved to other parts of the site.
- (2) You are not allowed to use your plot for any trade or business without the prior consent of the Town Clerk.
- (3) You are not allowed to block communal pathways.
- (4) You are not allowed to wash crops or tools in water troughs.
- (5) You are not allowed to use a hosepipe or a sprinkler to water your plot.
- (6) You are not allowed to have smoky bonfires that cause a nuisance (see additional information on bonfires below).
- (7) You are not allowed to cause a nuisance to other plot holders or neighbouring householders, nuisance could include bad language, getting drunk, playing loud music, racist language etc.
- (8) You are not allowed to go onto other people's plots unless you have their permission.
- (9) If you have children or young people with you on site they must be always supervised.
- (10) You are not allowed to dig up paths between plots, maintenance of paths between plots is the joint responsibility of the adjacent tenants. Paths should be maintained to a reasonably level surface and kept free of trip hazards.
- (11) You are not allowed to use any form of violence on-site, be it physical or verbal.
- (13) You must obtain written permission to have poultry on a plot.
- (14) You must have written permission to plant fruit trees or other trees on the plot.
- (15) You must have written permission to add an apiary to your allotment.
- (16) It is advisable not to bring old carpets onto site.
- (17) Plots are not to be used as storage facilities.



Allotment Tenancy Agreement and Rules - Bonfire Rules

Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders.

Under the Environmental Protection Act 1990 it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'.

Therefore, the tenant must conform to the following requirements:

- (1) Bonfires are not permitted from 1st June to 31st August each year.
- (2) Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift etc.)
- (3) Only burn organic matter and dry vegetable matter that has been produced on your plot.
- (4) Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt and flammable liquids should not be used to light fires.
- (5) In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately – this will be determined by the Town Clerk and resolved with the allotment.
- (6) Only one bonfire per plot may be lit and tenants should avoid having more than 4 bonfires alight simultaneously on Tod's Piece and 6 on Leicester.

Signed by both a representative for the Council and the tenant.

Signed by the Tenant:

Signed by the Clerk to the Council:

Date:

If you need any clarity on the points covered, you can contact the Town Clerk on 01572 822681 or by email townclerk@uppinghamtowncouncil.co.uk – we are keen to help you get the most out of your allotment. In addition to council support you can also seek guidance from some of our longstanding, experienced allotment holders.

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