

WIRRAL COUNCIL
ALLOTMENT TENANCY AGREEMENT

FINAL VERSION
NOVEMBER 1st 2015

AN AGREEMENT

Made between WIRRAL COUNCIL (hereinafter called 'the Council') and the person whose name and address appears within 'Schedule 1' (hereinafter called 'the Tenant').

IT IS AGREED as follows:

The Council shall let and the Tenant shall take an on-going tenancy, which can be terminated by either the Council or the Tenant as stated within this agreement. This tenancy is non-transferable and is let only to the named Tenant within 'Schedule 1'.

The Tenant agrees to observe and adhere to the terms and conditions as stated within this tenancy agreement.

The Council, reserves the right to make amendments to this agreement at any stage of its existence and when this happens, all Tenants will receive notification of the changes, which will be recorded by obtaining the Tenants signature.

Signed on behalf of the Council (MARK SMITH) Head of Environment & Regulation	
Signed	

Signature of Tenant	
Signed	

Signed In The Presence Of	
Print Name of Witness	

Signature of Witness	
Signed	

Signed on behalf of the Council (MARK SMITH) Head of Environment & Regulation	
House Number/Name	
Address Line 1	
Address Line 2	
Address Line 3	
Postcode	

Date of Signing	
Please Enter Date	

SCHEDULE 1

THE TENANT	
Print Name of Tenant	
ADDRESS OF TENANT	
House Number/Name	
Address Line 1	
Address Line 2	
Address Line 3	
Postcode	
OTHER (IF APPLICABLE)	
Telephone Number	
E- Mail	

SCHEDULE 2

THE PLOT	
Site Location	
Plot Number	
Commencement Date of Tenancy	

A person shall not be eligible for a tenancy if they are not a resident of Wirral or a Council taxpayer of the Council

PROOF OF ABOVE STATEMENT (Any of the documents below will suffice) (Please Tick)

Latest Council Tax	<input type="checkbox"/>
Latest Utility Bill (Water / Gas / Electricity)	<input type="checkbox"/>

A person shall not be eligible for a tenancy if they are under the age of 18

PROOF OF ABOVE STATEMENT IF PROOF IS REQUIRED (Any of the documents below will suffice) (Please Tick)

Birth Certificate	<input type="checkbox"/>	
Passport	<input type="checkbox"/>	
Other Document Stating Date of Birth	<input type="checkbox"/>	
		Please State Document

A person shall not be eligible who have been dispossessed of a plot because of disregard to ANY of the terms and conditions stated within this agreement.

PLEASE CONFIRM THAT TENANT HAS SIGNED THE DECLARATION FORM

Date Declaration Signed	
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SCHEDULE 3

Schedule three states the terms and conditions that a Tenant must adhere to in order to be allocated and retain an allotment, until such time as either the Council or the Tenant terminate this agreement.

TERMS & CONDITIONS

1 Access

- 1.1 Under no circumstances must a Tenant deny access to a Council Officer in a bid to stop them from undertaking their duties.
- 1.2 The Council reserve the right to deny access to any person(s) that are not a Tenant or have been removed from the applicable site due to breaching any of the terms and conditions as stated within this agreement.
- 1.3 Communal access paths on the applicable site must on no occasion become obstructed. Tenants must, keep communal paths clear from debris, waste and any overhanging vegetation.
- 1.4 All vehicles that have access to the applicable site must on no occasion block access to any other vehicles/Tenants/Council Officers.
- 1.5 Tenants must clearly display their plot number at the entrance to their plot.

2 Allotment Fees

- 2.1 All allotment rental charges must be paid annually in advance on the first day of October.
- 2.2 Non-payment of rental charges will result in termination of the Tenancy Agreement.
- 2.3 The Council shall be able to increase the annual rent for a plot and will inform tenants of this in writing.

3 Animals

- 3.1 Tenants must not keep any animals, livestock or insects of any kind on the plot, without the written permission of the Council.
- 3.2 Dogs must be kept on a lead at all times when travelling through an allotment site.
- 3.3 Dogs may be let off the lead on the owner's plot only, and must be kept under control and within the confines of that plot at all times.
- 3.4 Any dog fouling must be immediately picked up and disposed of off site.

4 Anti-Social Behaviour

- 4.1 Tenants must not show any form of anti-social behaviour such as physical violence, threats, vandalism, abusive language or intimidating behaviour to any other Tenants, Council Officers or neighbouring communities adjacent to the allotment site.

5 Complaints

- 5.1 Complaints by tenants shall in the first instance be made to their Site Secretary. If they cannot be resolved to the satisfaction of all parties, they shall be submitted to the local Parks, Allotments and Countryside Team Leader.

6 Asbestos

- 6.1 If there are any doubts whether a material is asbestos related, tenants should contact the Local Parks, Allotments and Countryside Team Leader who will arrange for a specialist to confirm and if it is will arrange for its removal.

7 Bee-Keeping

- 7.1 Bees must not be kept near residential property.
- 7.2 Written permission must be obtained from Wirral Council.
- 7.3 All applications for bee-keeping must be accompanied by a copy of the applicant's certificate from the Bee Keeping Association.
- 7.4 Tenants within close proximity to the plot holder (tenant) requesting to keep bees will be written to in order to ensure they have no objection.
- 7.5 If tenants with bees are not able to attend the site and request a person to attend in the meantime (such as holidays / sickness) then Wirral Council must be informed of the name of the person and receive a copy of their certificate from the Bee Keeping Association.
- 7.6 Bees must be checked daily, you must provide competent care and management.
- 7.7 Wirral Council have the right to gain access and inspect the plot at any time.

8 Bonfires

- 8.1 Bonfires must only be started when absolutely essential.

- 8.2 Tenants must respect neighbours rights to not have smoke from fires drifting across their properties.
- 8.3 If a complaint is received then the fire must be immediately extinguished.
- 8.4 If a Council Officer Investigation identifies that fires are being created without good reason they will issue a warning to the relevant Tenant(s).
- 8.5 If after warning fires are not reduced then the Tenant will have their tenancy terminated.
- 8.6 Accelerants such as petrol, oil or paraffin must never be used.
- 8.7 The Council under the Environmental Protection Act 1990 are obliged to take formal legal action if they are satisfied that a nuisance due to smoke exists or is likely to occur or recur in its area.
- 8.8 It is an offence under the Highways (Amendment) Act 1986 to light a fire and allow smoke to drift across a road.
- 8.9 All Tenants must follow the rules and regulations of setting bonfires within the document 'Other Useful Information.'

9 Children (U18s)

- 9.1 Children may come onto the site to participate in allotment gardening.
- 9.2 Children must be accompanied by an adult at all times.
- 9.3 Tenants will be liable for any damage caused to other tenant's plots caused by an unsupervised child.
- 9.4 Tenants will be responsible for any accidents that may occur on site to a child who is in their care.

10 Cockerels

- 10.1 Due to noise issues, no cockerels are allowed on the site at any time.

11 Composting

- 11.1 All green waste shall be composted on the Tenant's own plot.

12 Confidentiality

- 12.1 Tenants/Site Secretaries must not interfere within any site meetings that have been arranged by the Parks, Allotments and Countryside Team with other Tenants or Site Secretaries.
- 12.2 See Site Secretary Terms and Conditions.

13 Drugs

- 13.1 Tenants must not attempt to cultivate any illegal substances on or within their plot or any unoccupied plots.
- 13.2 Tenants must not use their plot for storage of any illegal substances.

14 Equality and Diversity

- 14.1 No Tenant, Council Officer, volunteer or neighbouring residents will be subjected to sexist, racist, xenophobic or homophobic remarks
- 14.2 No Tenant, Council Officer, volunteer or neighbouring residents will be subjected to any form of discrimination, victimisation or harassment

15 Health and Safety

- 15.1 It is the responsibility of all Tenants to ensure that they maintain a healthy and safe environment by following the guidelines within the document 'Other Useful Information.'
- 15.2 Chemicals must be stored within their original packaging/containers and stored as per the manufacturer's instructions.

16 Hedges

- 16.1 Maintenance of hedges is the responsibility of the tenant.
- 16.2 It is an offence to disturb nesting birds.
- 16.3 You may not remove hedges without written permission from Wirral Council.

17 Maintenance

- 17.1 Plots may be used for growing fruit and vegetables, keeping livestock, growing flowers or as a garden.
- 17.2 Plots must not be used for any trade or business or for any unlawful or illegal purpose.
- 17.3 Plots must be kept clean, fertile and free from spreading weeds, with at least 75% of the plot in a good state of good cultivation.
- 17.4 Plots not kept to the appropriate standard will be subject to an Improvement Notice. Failure to maintain a plot in good order will lead to the termination of the tenancy.
- 17.5 If there are fruit bushes or trees growing on the plot then the area around them must be maintained and not allowed to become overgrown.

- 17.6 Tenants must allow the Council to inspect the plot whenever it wishes to verify the required standards are maintained (See also 1.1).
- 17.7 Tenants are responsible for maintaining the roadway adjacent to the plot and access either side of the plot in a tidy and weed free condition.
- 17.8 Tenants are responsible for maintaining structures on their plot (See also 26).

18 Pesticides

- 18.1 The use of pesticides should be kept to a minimum.

19 Prohibited Use of Plot

- 19.1 A Tenant's Plot/Structures must not be used to cultivate any illegal or lesser graded drug.
- 19.2 A Tenant's plot/structures must not be used as a storage site for anything other than can be associated with the official plot usage.
- 19.3 A Tenant's plot/structures must not be used as a camping site or be used for sleeping or living accommodation for any person/s including the Tenant.

20 Pigeons

- 20.1 Only plots specifically designated as animal plots may be used to house pigeons.
- 20.2 Pigeons must be checked daily, the tenant must provide competent care and management.
- 20.3 Any RSPCA reports that stipulate poor management or cruelty will result in an immediate termination of agreement and the appropriate ban will be implemented to ensure the responsible person is not given a further opportunity to have an animal plot on a Wirral Council allotment site.
- 20.4 Wirral Council has the right to gain access and inspect the plot at any time.

21 Poultry

- 21.1 Tenants must have written permission from Wirral Council to keep poultry, unless the plot is specifically classed as an animal plot only and registered as such on the Wirral Council allotment database.
- 21.2 Poultry must be checked daily, the tenant must provide competent care and management.

- 21.3 Any RSPCA reports that stipulate poor management or cruelty will result in an immediate termination of agreement and the appropriate ban will be implemented to ensure the responsible person is not given a further opportunity to have an animal plot on a Wirral Council allotment site.
- 21.4 Wirral Council have the right to gain access and inspect the plot at any time.

22 Rubbish

- 22.1 Tenants must not bring rubbish onto the allotment site.
- 22.2 All waste matter must be removed from the plot and then removed immediately from the site.
- 22.3 Tenants are responsible for keeping ditches adjacent to the plot clear and free from rubbish.
- 22.4 If a Tenant refuses to remove rubbish from their plot they will be in breach of their tenancy. If the Council have to resort to arranging for the rubbish to be removed then holder of the plot will become liable for the cost of having the rubbish removed.
- 22.5 Tenants must not at any time use other tenant's plots to discard their rubbish.
- 22.6 Waste matter must not be left on the plot, thrown over fences or into ditches.

23 Security

- 23.1 Once the agreement has been received, Wirral Council will issue a key to the new tenant in order for them to gain access to their allotment site.
- 23.2 No tenant may enter the allotment until they are in possession of a key that has been officially issued by the Parks, Allotments and Countryside team.
- 23.3 A suitable returnable deposit may be required for the key. The purpose of the deposit will be to ensure keys are returned when plots are vacated.
- 23.4 Tenants must on no occasion issue their key to any other tenant or non-tenant
- 23.5 Tenants must not have a key copied.
- 23.6 If a tenant loses their key they must report this immediately to the Parks, Allotments and Countryside Team.

- 23.7 If a tenant loses their key and then finds it after receiving a replacement they must immediately inform the Parks, Allotments and Countryside Team and return the key. Tenants must use their best endeavours to help protect the allotment site.
- 23.8 Including avoiding causing damage to gates, fences, hedges or notice boards situated on the site.
- 23.9 All security incidents must be reported to the Local Parks, Allotments and Countryside Team Leader.
- 23.10 At no point must any barbed or razor wire be used anywhere on any allotment site. If any person(s) are injured as a result of such materials then the person who placed the items on site will become solely liable for any injuries that are received due to these materials being present.
- 23.11 All items of personal property brought onto the site by the tenant will remain their liability should they be damaged or stolen.
- 23.12 It is each tenant's responsibility to close and lock the gate after they enter and when they leave. Any tenant found breaching this rule will immediately receive a warning and the tenancy will be terminated if this continues to occur.
- 23.13 Tenants are not allowed to stay overnight on the allotment site.

24 Selling

- 24.1 Tenants must not attempt to sell their plots – the tenancy agreement is not land ownership.

25 Skips

- 25.1 Wirral Council will not be responsible for the provision of skips required by a plot holder for their gardening-related activities.

26 Structures

- 26.1 One or more greenhouses, sheds or polytunnels may be erected on a plot, providing they do not dominate the plot and do not cause a disturbance to neighbouring plots.
- 26.2 All structures on the plot must be kept in a good and safe state of maintenance and repair.
- 26.3 No advertising board or sign must be displayed on any plot or within any other part of the site.

27 Sub Letting

- 27.1 Tenants must not at any stage sub-let their plot

28 III Health Representation

- 28.1 If a Tenant is suffering from illness which prevents them from tending to their plot, then the Tenant may nominate a representative from their family or a friend (but not another Tenant) to take over their plot. Any such representative must be named by the plot holder. Such representation does not constitute a transfer of the plot.
- 28.2 Any representative must sign a 'Three Month Tenancy Agreement', which transfers short term maintenance commitments to the representative. In exceptional circumstances, the temporary tenancy agreement may be extended to six months.

29 Termination of Agreement (Tenant no longer wants an allotment)

- 29.1 Tenants may give notice that they wish to relinquish their plot at a Wirral Council allotment by stating in writing the date that they wish this to take place (A minimum of 4 weeks' notice to be given).
- 29.2 Additionally – tenants who are moving out of the Wirral Borough Council postcode area must relinquish their plots prior to leaving (A minimum of 4 weeks' notice to be given).
- 29.3 If a Tenant wishes to relinquish their plot they must ensure that the plot is clean, tidy, weed free, in a good state of cultivation and fertility.
- 29.4 A member of the Parks, Allotments and Countryside team will, when notice is given, carry out an inspection of the plot with the Tenant in attendance and issue any necessary action plan to the Tenant stating any non-compliance and any additional work needed to be completed prior to the date of termination.
- 29.5 A member of the Parks, Allotments and Countryside Team will carry out a final inspection of the plot at termination with the Tenant in attendance in order to confirm that any action plan has been complied with.
- 29.6 Exceptions will be made to tenants who took on particularly overgrown plots and were unable to fully clear and utilise them prior to the termination of their tenancy.

30 Termination of Agreement (Death of Tenant)

- 30.1 In the event of a Tenant dying Wirral Council should be contacted by the tenant's family so that they can be made aware of such circumstances.
- 30.2 The Parks, Allotments and Countryside Team will make suitable arrangements with a family member after a suitable and agreed period of time to carry out an inspection with a family member in attendance.

- 30.3 The Parks, Allotments and Countryside Team will use their discretion to agree any ongoing maintenance of the plot for which the family member will sign a 'Three Month Tenancy Agreement'.
- 30.4 The Parks, Allotments and Countryside Team have the discretion to waive all such actions when dealing with the death of a Tenant if they believe that this may cause unnecessary grief to family members.
- 30.5 The tenancy of an allotment can only be transferred to the deceased tenant's legal partner. Plots will not be transferred to children, other family or friends.

31 Termination of Agreement (Wirral Council)

- 31.1 Wirral Council will terminate the Tenancy Agreement if there is any continual non-compliance of the Tenancy Agreement or with immediate effect if there is any issue that is classed within the agreement of having a zero tolerance. (All issues of non-compliance will be investigated prior to decisions being finalised).
- 31.2 Wirral Council reserve the right to terminate the Tenancy Agreement at any stage throughout the agreed Tenancy and will do this in writing explaining the reasons for termination.

32 Trees

- 32.1 No trees may be removed without the written permission from Wirral Council.
- 32.2 The removal of large trees on a plot must be carried out by a qualified professional.
- 32.3 Any Council-owned trees on allotment sites may be pruned with the permission of Wirral Council's Parks, Allotments and Countryside Team.

33 Vehicles

- 33.1 All vehicles that have access to the allotment site must on no occasion block access to any other vehicles/Tenants/Council Officers.
- 33.2 No vehicles must be left on any allotment site overnight.

34 Water Usage

- 34.1 Mains water or hosepipes must not be left unattended.
- 34.2 Water must not be wasted and sprinklers must not be used.
- 34.3 Persistent misuse or non-compliance with good practice around the use of mains water will lead to termination of the tenancy.

- 34.4 Tenants digging ponds, wells or ground level storage pits for water shall fence them off adequately.
- 34.5 All drought orders must be adhered to.