

PROPOSED CHANGES TO TERMS AND CONDITIONS: ALLOTMENT TENANCY AGREEMENT

This document is available in Welsh

For the purpose of cultivation of vegetables, fruit, herbs, flowers by the below-named tenant(s)

AN AGREEMENT made the **Day of** **Two Thousand and Twenty Seven**
BETWEEN the County Council of the City and County of Cardiff ("Cardiff Council") of the one part and

Name of First Tenant:

Address:

CARDIFF POST CODE:

Email:

Telephone No:

Mobile No:

Date of Birth:

Name of Second Tenant:

Address:

CARDIFF POST CODE:

Email:

Telephone No:

Mobile No:

Date of Birth:

(hereinafter called "The Tenant(s)" which expression shall include his executors, administrators and assigns) of the other part.

WHEREBY the Cardiff Council agrees to let, and the Tenant(s) agree(s) to take on a yearly Allotment Tenancy from the **2nd day of FEBRUARY Two Thousand and Twenty Seven** (but subject as hereinafter mentioned), the Leisure and Recreational Gardens at: **ALLOTMENTS, CARDIFF ("the Allotment Site")**, and numbered in the Cardiff Council register of Leisure and Recreational Gardens and containing x 25 square metres (1 perch) or thereabouts @ ...£.....(**Full**) / ...£.....(**Concession**) **per perch** (hereinafter called "The Allotment Plot") at the yearly rental of £....., the chalet/brick cubicle erected on the Allotment Plot at the yearly rent of ..£.....(**Full**) £.....(**Concession**) / £.....(**No concession**), at the total rent of £..... or such other amount as the Cardiff Council may specify by 28 days' notice in writing expiring at any time during this tenancy, payable as hereinafter mentioned, and at a proportionate rent for any part of a year over which the tenancy may extend.

1. The rent shall be paid in advance, on the 2nd day of February each year, clear of all deductions (otherwise than allowed by statute)
2. The first payment of rent will be due and payable on the **2nd Day of FEBRUARY Two Thousand and Twenty Seven**. Payment equating to a quarter of the annual rent may be made quarterly in advance on 2nd February, 4th May, 3rd August and 2nd November each year.
3. If the Tenant(s) takes possession upon a date other than the 2nd day of February, then the first payment of the rent shall be due on the date of which the tenancy commences. The rental shall comprise the full annual rent payable unless the tenancy commences on a date between 1st December and 1st February, when a proportionate rental will apply. The second and subsequent payments of rent shall be paid in the manner prescribed in Paragraph 1.

4. Cardiff Council shall issue all invoices for payment under this Allotment Tenancy to the First Tenant unless other notified to Cardiff Council.
- 5. The Tenant(s) shall further pay on commencement of this Allotment Tenancy:**
- 5.1** a deposit of £5.00 per perch shall be paid by the Tenant(s) which Cardiff Council reserves the right to retain at the end of this Allotment Tenancy if, in the opinion of Cardiff Council or the Allotment Site representative, the Allotment Plot is in a poor state of cultivation and maintenance such as to require reinstatement and/or removal of excessive debris before it can be re-let. If the Allotment Plot is in good condition at the end of the tenancy, the deposit shall be refunded.
- 5.2** a refundable key deposit of up to £25.00 (to be determined from time to time at the discretion of the Allotment Site committee) to the Allotment Site committee on commencement of the allotment tenancy. In the event the key is not returned within 14 days from the end of the allotment tenancy the key deposit will be retained by the Allotment Site committee to contribute towards the cost of replacement keys.
6. The Tenant(s) agrees to observe and perform the conditions in the Schedule and to pay the rent.
7. For the purpose of the Allotments Acts 1922, 1925 and 1950 and any Acts amending or extending the same a "Leisure and Recreational Garden" shall mean an "Allotment Plot" as defined by these Acts

Schedule

1. The Tenant(s) shall:
- 1.1** use the Allotment Plot wholly or mainly for the cultivation of vegetables, fruit, flowers, herbs, primarily for use by the Tenant(s) and their household.
- 1.2 ensure that the gates are locked when entering or leaving the Allotment Site.
- 1.3** enter the Allotment Site via the Allotment Site gates only.
- 1.4** clearly display the number of the Allotment Plot at the front of the Allotment Plot.
- 1.5 keep the Allotment Plot free from weeds, and well manured and otherwise maintain it in a proper state of cultivation **for the duration of the allotment tenancy** (and shall put the Allotment Plot into a proper state of cultivation on commencement of the allotment tenancy if necessary and in accordance with paragraph 1.10).
- 1.6 keep every path adjoining the Allotment Plot in good repair and condition.
- 1.7 cultivate the Allotment Plot and shall not without written consent of Cardiff Council, underlet, assign or part with or share the possession of the Allotment Plot or any part of it.
- 1.8 exercise due and proper care in regard to the **mains** water supply in order to prevent waste and shall not fix fittings to **the mains water supply network**, shall not use hose pipes, shall not siphon water into another container, and shall use it for and in connection with the purpose specified in clause **1.1** above and Cardiff Council reserve the right to shut off the water supply and to empty the pipes whenever deemed necessary owing to frost or any other cause
- 1.9 If in the opinion of Cardiff Council the Tenant(s) cause(s) wilful or wanton damage to any tree, fence, gate or main path, to any water pipe or tap, or any tool shed or hut or any fitting thereof or to any property of Cardiff Council, Cardiff Council may at their discretion require the Tenant(s) to make good the same and in default thereof do such works themselves and may charge the Tenant(s) with the cost thereof or may without such requisition carry out the work itself and charge the Tenant(s) with the cost thereof.
- 1.10** ensure that:
- i) no less than one third of the Allotment Plot is under cultivation within three months of the start of the allotment tenancy; and
- ii) that the whole of the Allotment Plot is under cultivation within twelve months of the start of the allotment tenancy; and
- providing always that in the event that the Tenant(s) undertake(s) no significant work (to be determined at the discretion of Cardiff Council) within the first three months of taking on the allotment tenancy (i.e not less than 30% of the Allotment Plot is under cultivation) then the allotment tenancy will be terminated and the Allotment Plot returned to Cardiff Council for re-letting.**

1.11 have due regard for the importance of crop variation and rotation on the Allotment Plot to maintain good soil hygiene and avoid the build-up of pathogens in the soil.

2. The Tenant(s) shall not:

- 2.1 use the Allotment Plot or have access to the Allotment Site before sunrise or after sunset on any day.
- 2.2 cause or suffer any nuisance, annoyance or damage to the occupier of any other Allotment Plot or to the tenant or owner of adjoining or contiguous premises or obstruct or injure any path set out for the use of the occupiers of the Allotment Plots, nor shall the Tenant(s) light any fires in on or around the Allotment Plot. Breaches of these requirements may amount to an offence under The Environmental Protection Act 1990 for which the maximum penalty is a fine of up to £5,000 and /or 6 (six) months imprisonment or as amended from time to time.
- 2.3 deposit any waste in on or around the Allotment Plot. Any breach of this condition may amount to an offence under The Environmental Protection Act 1990 for which the maximum penalty is a fine of up to £20,000 and/or 6 (six) months imprisonment or as amended from time to time. **The Tenant(s) is/are liable for reimbursement to Cardiff Council of all costs incurred for clearing the Allotment Plot when the allotment tenancy ends.**
- 2.4 **Slaughter or euthanise any pet, animal or livestock on the Allotment Plot or any part of the Allotment Site or bury the remains of pets, animals or livestock on any Allotment Plot or any part of the Allotment Site.**
- 2.5 **bring onto the Allotment Plot or Allotment Site, any firearm or banned weapon of any kind, eg 'Zombie' knife**
- 2.6 **use or permit to be used any snare or trap of any kind on the Allotment Plot or any part of the Allotment Site.**
- 2.7 **without all relevant consents, erect or place and/or maintain on the Allotment Plot any, chalet, toolhouse, shed, greenhouse, pig-sty or other building or vehicle or fence or structure whatsoever, and if consent is granted it may be given subject to such conditions as Cardiff Council may impose.**
- 2.8 **allow the total area occupied by all structures on the plot to occupy more than 30% of the plot area. A plot over 2.5 perch (62 sq m) in area may have one storage shed or one greenhouse, a plot over 5 perch (125 sq m) in area may have a one storage shed and one greenhouse as long as the area of ground covered by each structure is not greater than 6sq m and the structure is not within a Conservation Area, World Heritage Site or curtilage of a Listed Building and the structure not being within 8 metres of a non-tidal river and 16m of a tidal river (or associated flood defences).**
- 2.9 **allow any buildings and erections thereon to be used other than and only for the purpose of an Allotment Plot in accordance with the Allotment Act, 1922 and any Acts amending the same and no such building or erection or structure shall be used as a dwelling house, shop or workshop, stable, dog-kennel, pigeon cote, bee-hive, or as a pig-sty, or any purpose whatsoever other than the purpose aforesaid.**
- 2.10 **install any form of non horticultural heating apparatus in any structure on the Allotment Plot.**
- 2.11 **install any play equipment or trampoline anywhere on an Allotment Plot or the Allotment Site.**
- 2.12 **use tyres, carpets, plastic, linoleum or any non horticultural material to suppress weeds either on or surrounding the Allotment Plot or on the pathways between the Allotment Plots or use artificial turf of any kind**
- 2.13 **install a well or borehole for water abstraction on the Allotment Plot without the prior consent and approval of Cardiff Council.**
- 2.14 **keep any bees, animals or livestock on the Allotment Site without the prior written consent of Cardiff Council.**
- 2.15 **plant or maintain any bamboo, broadleaved, conifer or willow trees in, on or around the Allotment Plot or in a container on the Allotment Plot or the Allotment Site.**
- 2.16 **plant hedges or erect fencing or other barriers on or around their Allotment Plot save where the Tenant(s) Allotment Plot contains, or is bounded by, an existing hedge, fence or gate permitted by Cardiff Council which shall be maintained by the Tenant's.**
- 2.17 **obstruct any track or path leading to or on the Allotment Site, including paths shared between individual allotment plots.**

- 2.18 use or permit to be used the Allotment Plot for trade or business purpose or any other purpose other than an Allotment Plot.
 - 2.19 use or permit to be used the Allotment Plot or any building thereon for the sale, distribution or consumption of intoxicating liquors or for gambling in any form.
 - 2.20 use or permit to be used the Allotment Plot or any building thereon for the sale, distribution or consumption of illegal substances.
 - 2.21 without the like consent cut, prune, or remove or interfere with any timber or other trees, or take, sell or carry away any soil, mineral, stone, gravel, sand, slate, chalk, flints, clay or substrata.
3. All remains or objects of an archaeological or other scientific interest found on the Allotment Plot are the property of Cardiff Council and the Tenant(s), on discovering any such remains, shall forthwith report the fact to Cardiff Council and hand over the same to them upon request.
- 4. Only the tenant(s), or a person authorised or accompanied by the tenant(s), is allowed on the Allotment Plot. The authorised officer or other authorised persons may order any unauthorised person on the Allotment Site in breach of these rules to leave immediately.**
- 5. The Tenant(s) is/are responsible for the behaviour of children and adults visiting an Allotment Plot or the Allotment Site. In an instance where a visitor breaches site rules then the Tenant(s) will be held equally responsible. Children and adults must remain on the Allotment Plot unless accessing or leaving the Allotment Plot.**
- 6. The Allotment and Plot Allotment Site are not suitable for large private gatherings, which are prohibited at all times.**
- 7. The playing of amplified music is forbidden.**
- 8. Dogs must not be brought onto the Allotment Site save in accordance the following provisions:**
- (a) that any dogs are kept on a short lead and remain within the Tenant(s) control and kept within the Allotment Plot except where accessing and leaving the Allotment Site;
 - (b) no dogs are permitted to roam freely or foul on any part of the Allotment Plot or Allotment Site;
 - (c) Any dogs which persistently bark or cause any other nuisance or annoyance will be removed from the Allotment Plot and the Allotment Site by the Tenant(s) forthwith.
9. Any officer of Cardiff Council shall be entitled at any time to enter and inspect the Allotment Plot, Shed or Greenhouse erected on the Allotment Plot.
- 10. Cardiff Council or any Allotment Site committee members are authorised to enter onto an Allotment Plot for the purposes of inspections for the duration of any allotment tenancy.**
11. The tenancy may be determined by the Tenant(s) on the 2nd day of February in any year of the tenancy by 6 (six) calendar months' prior notice in writing to Cardiff Council or such lesser notice as the Council may accept.
12. The tenancy shall be determined by Cardiff Council in accordance with the provisions of the Allotments Act, 1922. In the event of the termination of the tenancy the Tenant(s) shall be liable to pay rent pro rata to the time of such termination or re-entry.
13. This tenancy may be determined by Cardiff Council giving the Tenant(s) 12 months' notice in writing on or before 6 April expiring on or after 29 September in any year. The Tenant(s) must yield up the allotment at determination of the tenancy in such condition as complies with the terms of this agreement.
14. The tenancy may be determined by re-entry by Cardiff Council at any time after giving 1 (one) months' prior notice in writing to the Tenant(s)
- (a) if the rent is in arrears for not less than 40 (forty) days whether legally demanded or not or
 - (b) if it appears to Cardiff Council that there has been a breach of the conditions on the part of the Tenant(s) in this agreement or
 - (c) if the Tenant(s) becomes bankrupt.

15. Where in the event the Tenant becomes deceased, or in the case of a joint tenancy, the death of the last surviving tenant, this tenancy will determine on the rent day next after the death of the Tenant(s) following service of a notice addressed to the personal representatives of the Tenant(s) estate or by affixing the same at the site of the Allotment Plot.
16. Any notice by Cardiff Council shall be delivered or sent by post to the Tenant(s) at their last known place of abode or business or left for him upon the Allotment Plot or **by electronic mail to the nominated email address provided by the Tenant(s) prior to entering into this tenancy.**
17. **The Allotment Tenant(s) is/are responsible for notifying Cardiff Council of a change of their address, their contact telephone number, their mobile number or their email address.**
18. Where there are two or more persons included in the expression "The Tenant(s)" the obligation of the Tenant(s) shall be made jointly and severally.
19. The Tenant must at all times observe and comply with all enactments, Statutory Instruments or byelaws affecting the allotment.