**THE AGREEMENT**

## 1. AGREEMENT TO LET

The City of Lincoln Council (‘The Council’) agrees to let, and you (‘the Tenant’) agree to take on, an annually renewable tenancy from \*\*\*\*\*\*\*\*at plot number **\*\*** on the \*\*\*\*\*\*\*\*\*allotment site.

The full allotment year runs from **1 February** to **31 January.** If your tenancy starts part way through the year you will only be charged for the part-year up to January 31st.

Agreements will automatically rollover into the next year unless the tenancy has been terminated in accordance with the conditions on termination of tenancies as set out below.

## 2. CONDITIONS OF LETTING

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| **OBSERVATION OF CONDITIONS** |

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| **1** | * In signing this agreement, it is confirmed that you, the Tenant, shall be deemed to have **read** and that you **agree to comply** with all terms and conditions of the tenancy. The Council retains all rights and powers over the land (except South Common and Canwick Hill sites).
* All temporary visitors and guests to allotment sites, whether as an occasional visitor or as an allotment helper will also be subject to the same conditions and obligations as the Tenant. It is the Tenant’s responsibility to ensure that all guests and visitors abide by the terms of this agreement.
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1. **CONDUCT ON ALLOTMENT SITES**

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| **NUISANCE AND ANTI-SOCIAL BEHAVIOUR** |

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| **2** | * The Tenant and any co-worker, joint tenant, helper or guest must, at all times, whilst on an allotment site, seek to co-exist harmoniously with other tenants. Tenants, co-workers, joint tenants, helpers and guests must not cause, or permit to be caused by anyone connected with the tenancy, any of the following:
* Any nuisance, annoyance, harassment, inconvenience, or damage to the allotment site or to a tenant or owner of any adjoining or neighbouring premises to an allotment site;
* Use any building or shed on the allotment plot for residential or sleeping purposes;
* Keep or discharge firearms or air rifles or allow any form of explosives or ammunition to be brought onto the allotment;
* Trespass on or otherwise interfere with other tenant’s allotments or their gardening activities. This includes, but is not limited to, pruning or trimming of plants and trees on neighbouring plots or adjacent properties
* The Tenant must not use any abusive or threatening behaviour on site be it physical, verbal or mental.
* Tenants, their guests and any temporary helpers are bound by these conditions. Guests and helpers of an assigned tenant must be made aware of these conditions prior to entering the site.
* Guests and visitors/helpers **MAY ONLY** attend an allotment site when the tenant is also present unless he/she is absent, ill, indisposed or on holiday. The tenant must inform the Council who is undertaking this function. Guests **MAY NOT** enter a site if the assigned tenant has not informed the Council who is performing a caretaker function.
* All tenants, their guests/helpers are encouraged in every situation to report incidents of physical/verbal/mental abuse either witnessed or experienced directly to the police at the earliest opportunity.
* In addition, tenants are requested to also forward details of any incident, the parties involved (if known) and the official police incident number to the Council at the earliest opportunity so that the matter can be fully investigated and an appropriate course of action can be considered.
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| **VANDALISM, DAMAGE & LOSS** |

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| **3** | * Allotment sites **ARE NOT** secure locations and as such are at strong risk of damage and theft. The Council will, as far as it is able, seek to provide secure allotment sites.
* The Council will not be held responsible for any vandalism or damage to a plot or any structures contained within it, nor will it be held responsible for any loss of property arising from theft or break in to an allotment site.
* Tenants are **strongly** urged **NOT** to store valuable equipment (such as lawn mowers, strimmers, hedge cutters, rotovators etc.) on an allotment site **AT ANY TIME**. and to consider taking out their own insurance cover
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| **DOGS** |

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| **4** | * The Tenant shall ensure that, any dog brought onto the allotment site, is accompanied by the owner and is held at all times on a leash.
* The Tenant shall ensure all dog faeces left by their animal are cleaned up immediately and disposed of correctly.
* If caught allowing a dog to foul, and not cleaning up after it, the evidence will be presented to the Council’s enforcement officer for them to consider what action should be taken. This could result in a prosecution for dog fouling and a fine.
* Dogs must not, under any circumstances, be allowed to roam freely around an allotment site.
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| **CHILDREN ON ALLOTMENT SITES** |

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| **5** | * Children are warmly welcomed on allotment sites and their engagement with gardening activities is strongly encouraged.
* Tenants may bring up to two **small** items of play equipment onto the site to keep children entertained whilst the tenant gardens but these must not be of a permanent nature. All items of play equipment must be removed at the end of the tenancy.
* The following items are **NOT PERMITTED** on allotment plots under any circumstances:
* Large slides, large swings, trampolines, boats, caravans, cars or any large item which could be used as play equipment.
* All chemicals, pesticides and equipment must be stored securely and kept out of reach of children.
* Tenants risk losing their allotment if they bring onto or fail to remove such items from their plot.
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| **SAFETY MEASURES** |

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| **6** | * **The Tenant shall ensure that adequate safety measures shall be maintained on the plot including installing appropriate safety barriers for deep excavations or similar works.**
* **The Tenant will keep the plot free from hazards of any kind, taking steps to prevent any accidents to any persons entering the plot, whether legally entitled or not.**
* **The Tenant shall take all reasonable steps to ensure that the Council is not held liable for all claims, charges, losses, damages costs, and expenses arising in connection with, or incidental to, allotment works or any hazards created by the tenant during the tenancy.**
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| **GROUPS** |

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| **7** | * **Where a group wishes to make use of an allotment plot the following conditions apply:**
* **The group must provide the details of a named lead individual who is responsible for the group and who will be in attendance at all times when any other member or members of the group are present. The named lead individual will, for the purposes of this agreement, be the Tenant.**
* **The Tenant/named individual must supply the Council with details of the nature, and approximate maximum numbers, of the group.**
* **In some situations a DBS check (or any subsequent official documentation) may be required for the group leader(s), Evidence of these, if needed, must be provided to the Council before the tenancy commences. The Council will confirm with you if this is necessary.**
* **Where activity-based risk assessments are required, copies of these must be provided to the Council before the tenancy commences.**
* **The full terms and conditions of this Tenancy Agreement apply to all individuals within the group.**
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1. **MANAGEMENT AND ADMINISTRATION OF YOUR TENANCY**

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| **RENT** |

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| **8** | * Undertaking a tenancy agreement for an allotment plot is a contract between the City of Lincoln Council and yourself (and any person named as a co-worker or joint tenant).  Its terms and undertakings commit you to pay the annual rent and water charges.  It also commits you to observe the conditions and undertakings contained herein.
* As a Tenant, you are responsible, at all times, for the behaviour of your visitors, including children and pets. Any breach of this agreement by your visitors will be treated as a breach by you
* Rent is payable annually, in advance. The Tenant, however, may request to pay the annual rent in equal weekly/ monthly/ quarterly/ six-monthly payments in advance by contacting the Council’s Recovery Team. (e-mail revenues@lincoln.gov.uk or telephone 01522 873369
* Please note that **no** refunds will be given, even if a tenancy is terminated part way through the financial year, and a tenant claims for a full year’s charges, regardless of when a tenancy termination occurs, for whatever reason.
* All invoices must be paid within **40 days** of being issued.
* To reduce the costs of printing and postage, where a valid e-mail address is provided (on the signature section of the agreement), and unless otherwise requested by the tenant, annual invoices will be issued, by default, to the email address provided rather than sent by post.
* If invoices are issued by e-mail, please ensure the City of Lincoln Council is kept up-to-date with any changes to your email address.
* If you do not wish to have invoices issued by email, please notify City of Lincoln Council as soon as possible.
* The Council shall review rent and water charges periodically.
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| **SUB-LETTING** |

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| **9** | * The Tenant must not enter into any agreement (verbal or written) to sub-let, assign or part with possession of the allotment plot or any part of it under any circumstances.
* In the event of a tenant wishing to vacate their plot, you must firstly inform the Council of your intentions. **Tenants are not responsible for finding their successor**. The Council operates a waiting list and plots can **only** be allocated by the Allotments Officer. Plots that are ‘let’, ‘promised’ or allocated in any other way outside of this mechanism will be void and shall have no standing.
* If tenants wish to have a formal co-worker to help on the plot, a co-worker agreement must be signed. A request form (available from the Council) must be completed initially.
* Formal co-worker agreements requested, using the correct form, will need a separate tenancy agreement issuing. The key points to a co-worker agreement are:
* Co-workers must be over 18 years of age, a resident of Lincoln (not surrounding towns/ villages) and can only be named as a co-worker on one plot;
* Existing allotment tenants cannot be named as a co-worker on another plot;
* Co-workers will be able to attend the site on their own and will be issued with a site key;
* The tenant will still be responsible for the allotment invoices and ensuring the plot is used in accordance with tenancy terms and conditions. Co-workers will not be responsible for any part of the allotment charges.
* The tenant must have regular involvement with the maintenance of the plot;
* The tenant is allowed to terminate an co-worker agreement at any time;
* Transfer to a joint tenancy will only be considered once the co-worker agreement has been in place for a minimum period of 12 months. The joint tenancy must then be in place for a further period of 12 months before the allotment tenant can transfer the plot.
* Joint tenancies can only be requested as follows:
* If the person is a spouse/ partner of the named tenant and resides at the same address;
* If it is registered when a new tenancy is being set up (ie. the tenancy paperwork is being processed);
* If the co-worker agreement has been in place for a minimum period of 12 months and the tenant requests to convert a co-worker agreement to a joint tenancy agreement.
* Informal shared tenancies, which exist as a ‘gentlemans agreement’ between the tenant of the plot and a ‘helper’ shall, in the eyes of the Council, have no legal standing.
* In the event of the tenant, in an informal shared tenancy, wishing to relinquish their share of the plot, the plot must be returned to the Council. The ‘helper’ has no rights to assume responsibility of the plot.
* We encourage all tenants who wish to share work on a plot with a friend or helper to set up a co-worker agreement.
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| **PLOT NUMBER** |

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| **10** | * It is the tenant’s responsibility to ensure that the number of the allotment plot is **clearly displayed** in a prominent position at the front of the allotment plot so that the number is plainly and distinctly visible at all times.
* All plots must display their number clearly and any number boards must not form an obstruction.
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| **PATHS & PLOT BOUNDARIES** |

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| **11** | * Where paths already exist between plots, the Tenant shall keep any paths adjoining the allotment plot tidy and in good repair.
* The Tenant must not curtail, shorten, widen, obstruct, or allow to be obstructed any path between plots or road(s), or encroach on any path or roadway set out by the Council for the use of the occupiers of allotment plots.
* All tenants are required to maintain the pathway between their plots to a minimum width of 50cm, and the path should be grassed, which the tenant should cut regularly. This will only apply where paths already exist between plots. Tenants may **NOT** alter these paths in any way.
* The tenant shall not in any way amend, adjust or interfere with any plot boundaries. If there is any dispute about the plot boundary, the tenant(s) must inform the Council in writing. The Council will investigate and their decision in the matter will be **final**.
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| **ADVERTISEMENTS** |

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| **12** | * The Tenant must not erect any notices or advertisements on the allotment plot.
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| **INSPECTION & ENTRY TO PLOTS** |

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| **13** | * Any officer or agent of the Council shall be entitled to enter and inspect the allotment garden at any time and without prior notice.
* In situations where an inspection or site works risk having an immediate physical impact on a plot, the Council will take all reasonable measures to contact the tenant in advance of the inspection/works staring unless it is a genuine emergency.
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| **DISPUTES** |

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| **14** | * In the case of a dispute related to tenancy between a Tenant and any other allotment holder, the Council encourages all parties to seek to resolve the dispute amicably.
* If this cannot be achieved, within a reasonable time, the matter may be referred to the Council, whose decision in the matter shall be **final**.
* **The Council will not get involved in disputes of a personal or private nature unless behaviour breaches Section 2 of this agreement - Nuisance and Anti-Social Behaviour?**
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| **CHANGE OF ADDRESS** |

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| **15** | * The Tenant must give written notice of any change of address within one month of such change, using a Change of Address form which can be obtained from the council, or from our website when required.
* If the Council does not receive notification from the Tenant, and any correspondence to the Tenant’s former address is returned undelivered or no response is received from the tenant, the Council may terminate the allotment tenancy by serving a notice to quit and will seek to recover any associated clearance costs back to the former tenant.
* The Council will consider alternative reasonable steps to contact the Tenant where their contact details are found to be incorrect. The extent of these shall be at the Council’s discretion.
* If the Tenant moves to an address outside the City of Lincoln boundary, the tenancy of the plot may be terminated (unless prior approval has been obtained from City of Lincoln Council).
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| **RESTRICTIONS ON ADMITTANCE** |

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| **16** | * The Council reserves the right to refuse admittance to an allotment site for any person other than the Tenant, a nominated joint tenant or co-worker, named helper, guest or a member of their immediate family unless accompanied by the Tenant.
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| **ACCESS & SECURITY** |

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| **17** | * The Tenant shall not compromise the security of an allotment site by entering the site other than by the proper roads, paths and gates, or by creating alternative access to the site.
* Entrance gates, where provided, must be **kept closed** and **locked** **at all times** after entering and leaving the site. Gates **must not** be locked or chained in such a way that it makes it impossible for other tenants to secure reasonable access.
* The Tenant must not change, substitute or tamper with any Council authorised lock, or add an unauthorised lock or fastening device to the site gates. Where locks are damaged or broken, the tenant must inform the Council as soon as possible.
* Keys to the site must not be given to other people without prior permission of the Council and any site visitors or non-tenants must not visit the site unsupervised.
* In the event of a friend/relative tending the site temporarily on the Tenant’s behalf due to holidays/illness, the Tenant must inform the Council and make clear the requirements of this Agreement. The registered tenant will remain responsible for the actions of those tending the site.
* All keys provided remain the property of the Council and must be returned to the Council upon request or upon the termination of the tenancy.
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1. **USING YOUR ALLOTMENT PLOT**

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| **USE** |

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| **18** | * The Tenant must use the allotment garden solely as an allotment garden and for no other purpose, this means, the allotment plot must be wholly or mainly cultivated by the tenant for the production of vegetable or fruit crops, keeping of certain livestock (see section 6 *Livestock – Keeping Animals & Birds On Your Plot* sub-sections *31-33*) for consumption by the tenant and his/her family.
* In addition to this, flowers may be grown if desired
* Where a plot backs onto the tenant’s house or dwelling, the allotment **may not** be used as an extension of a domestic garden.
* Tenants must obtain **written** permission from the Council, if they wish to use their plot for anything other than growing fruit, flowers or vegetables.
* The Tenant shall not use the allotment garden, or allow it to be used, for profit or in connection with any trade or business.
* The Tenant may sell or otherwise dispose of genuine surplus produce, away from the allotment site.
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| **CULTIVATION** |

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| **19** | * The Tenant must keep the allotment garden productive, ensuring that the overall condition of the plot does not cause undue annoyance or interference with other allotment site tenants or visitors.
* In assuming responsibility for an allotment plot you commit to actively keeping your plot and any pathways, hedges etc. that border the plot clean and reasonably free from weeds and in a safe condition. **You must not allow your plot to become overgrown**. If you do, you risk losing your plot.
* **75%** of the plot must be cultivated or put into a suitable use (e.g. Where chickens are permitted) or covered with suitable approved weed suppressant (see below) within 12 months of starting the tenancy agreement.
* Weed suppressant must be of a stable material which will not break down and contaminate the land
* The use of rubber backed carpet or carpets made from synthetic materials **is not permitted** under any circumstances. Black plastic/horticultural membrane material **is permitted**.
* The Tenant must not plant or otherwise cultivate any plant which is contrary to the laws of England, and shall eradicate any injurious weeds (in accordance with the *Weeds Act 1959*, and any subsequent legislation.). This includes, but is not limited to, Giant Hogweed, Ragwort, Japanese Knotweed Himalayan Balsam, Rhododendron ponticum, New Zealand pigmyweed etc.,
* **The tenant must not, under any circumstances, propagate, grow or permit to grow any substances which are deemed hazardous to health. This includes any substance listed by the police under current or future legislation relating to class A, B or C drugs, or any similar narcotics, opiates etc.**
* The Council will be entitled to claim full compensation from a tenant who, upon termination leaves a plot in a condition that cannot be let to a new tenant without additional work being undertaken by the Council. On vacating your plot, please leave it in a clear and tidy condition.
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| **FENCES AND HEDGES** |

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| **20** | * The erection of fences is discouraged but we recognise the need to protect crops grown on sites.
* The Tenant **must not** install a fence on an allotment without **written consent** from the Council.
* Fences, if permitted by the Council and if made of a solid material, shall be no higher than **4 feet high. Fences c**onstructed of a material that permits clear views through the barrier to the plot beyond, such as Heras fencing may be a maximum of **6 feet high**. Larch lap trellis fence panels, solid metal/wood are **strongly discouraged**. All parts of a plot and their contents, should be easily and clearly in view and not obscured by fencing.
* The Tenant must keep any hedges that form part of their allotment plot regularly cut and trimmed, and any ditches that run through their plot free of obstructions.
* Fences or gates on the allotment plot must be maintained and kept in good repair. Fences must not be placed on access paths between plots but inside the plot boundary.
* Barbed wire, or razor wire, or any similar forms of potentially injurious fencing must not be used anywhere on or around the allotment plot.
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| **LONG-TERM CROPS** |

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| **21** | * Tenants may grow the normal range of fruit, vegetables and flowers on the plot and must agree with the following restrictions:
* Not to grow trees (except fruit trees, which must be trained and maintained below 2.8 metres in height).

Tenants will be required to remove any plants on their plot (at their own expense) at the end of the tenancy unless:1. This relates to trees which were on the plot when the tenancy first started.
2. Fruit trees, if established according to the conditions above
3. The Council has given special written dispensation to permit a plant or plants to remain on a plot following its vacation by the tenant (this may apply to trees or long term crops).
* Tenants are also required to write to the council at the end of the tenancy, listing any additional plants and structures they wish to leave on the plot. The council will decide whether to accept or reject such an application. If rejected, the tenant is responsible for the removal of plants/structures before vacating the plot at their own expense.
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| **CUTTING & PRUNING** |

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| **22** | * The Tenant will be responsible for the care and safe maintenance of all trees, bushes, shrubs and hedges on their plot.
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| **MINERALS** |

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| **23** | * The Tenant shall not, under any circumstances, take, sell or carry away any soil, mineral, gravel, sand, turf or clay from their plot, or allow any other person to do so.
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| **REFUSE** |

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| **24** | * Allotment plots should, as far as possible, be kept free from excesses of wood, scrap metal, plastics and other materials.
* Items, including, but not limited to fridges, chest freezers, cookers, car wheels, tyres, general scrap metal, oils, plastic packaging, or any items that might be considered to be refuse **must not** be brought onto an allotment sites under any circumstances.
* Plots must not, be used to store, in the short or long term, excesses of these scrap materials. The Council reserves the right to enforce removal of such items, without notice, if these are felt in the opinion of the Council, to be excessive, dangerous or against the general ethos of allotment gardening.
* It will be the Tenant’s responsibility to remove, if instructed by an officer or agent of the Council, any such items or accumulations from their plot at their own expense. These should be taken off the site and disposed of correctly at the nearest civic amenity site.
* The Tenant shall not cause increases in litter, refuse or other rubbish either on their plot or in the surrounding area.
* The Tenant shall not deposit or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure, compost or other organic materials maintained in the interest of improving the allotment, i.e. leaf mould and bark chippings).
* These materials, if deposited, shall only be held in such quantities as may reasonably be required for the use in the cultivation of their plot.
* The Tenant will not place any refuse or materials for disposal on any adjoining plots, or elsewhere on the site.
* The Tenant shall not, under any circumstances, bring onto the allotment plot any rubbish for the purposes of disposal. Any non-recyclable items should be taken to the local civic amenity site.
* The Council will be entitled to claim compensation from a tenant who, upon termination, leaves a plot in a condition that cannot be let to a new tenant without additional clearance or rectification work being undertaken by the Council.
* The Council retains the right to take legal action through the courts in response to fly tipping on allotment plots/sites
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| **COMPOSTING** |

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| **25** | * The Council actively encourages the composting of all green waste on allotment plots.
* Tenants may use plastic compost bins or construct their own compost containers. Please be aware that compost heaps can attract vermin such as mice or rats
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| **VERMIN** |

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| **26** | * Allotment sites are attractive to a wide range of vermin and pests including, but not limited to mice, rats, foxes, flies etc.
* Tenants who keep livestock are particularly vulnerable to infestations from time to time
* Infestations of vermin have a huge impact upon other tenants and can cause the loss of crops or significant damage to structures and produce.
* **ALL** tenants are responsible for keeping their plots clear of food rubbish, scrap metal or any items that vermin may eat, under which they may shelter or breed.
* Tenants must be extremely vigilant at all times and, upon spotting vermin or signs of vermin on or near their plot take action to eradicate this as soon as possible.
* The Council is unable to issue any forms of chemical controls to address vermin problems.
* Any chemicals used by tenants to control vermin must be securely and safely stored, must be out of the reach of children, must be used in accordance with the manufacturer’s instructions and must be used on their plot **ONLY**.
* Tenants must clearly display signs stating that poisons have been used on their plot and discourage dogs or other domestic animals from entering their plot whilst chemical control measures are in place.
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| **CHEMICALS/ PESTICIDES** |

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| **27** | * If using chemicals and pesticides it is the tenants’ sole responsibility to ensure that any chemicals and/or pesticides are applied in accordance with the manufacturer’s guidelines and be approved products.
* Any chemicals/pesticides are stored in compliance with **Control of Substances Hazardous to Health (COSHH)** and other current legislation and stored in appropriate containers and in locked sheds.
* When using sprays or fertilisers, the tenant will, prior to applying the material, take all reasonable care not to affect adjacent plots, members of the public and wildlife
* Extreme care must be taken **NOT** to introduce chemicals/weed-killers directly or by wind carried over-spraying onto to neighbouring plots.
* Tenants are required to make themselves aware of and adhere to Lincolnshire Fire and Rescue advice to refrain from storing any volatile combustible fuels on their allotment plot, or elsewhere on the site. Appropriate guidance can be found at:

<https://www.lincolnshire.gov.uk/lincolnshire-fire-and-rescue/safety/home-safety/domestic-petrol-storage/119921.article><http://www.hse.gov.uk/fireandexplosion/dsear-regulations.htm><http://www.hse.gov.uk/fireandexplosion/petroleum.htm>  |

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| **WATER SUPPLY** |

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| **28** | * Water taps are provided at various locations on the allotment sites.
* The water supply is metered and therefore tenants must avoid excessive use of water.
* Hoses must not be left continuously running for hours at a time, nor must a tenant leave a site knowing that his hosepipe is running to his plot.
* Sprinklers are not permitted. Hosepipes, if used, must be hand-held and must not be permanently attached to the water supply.
* Taps must be turned off fully when not in use. Do not leave taps running or hoses attached when you are not on the site.
* Tenants must not tamper with the mains supply, create, or make use of, their own connection into the mains water supply. **Illegal connections found on plots WILL result in termination of the tenancy.**
* Tenants are requested to consider the needs of other allotment holders when using the water and to share fairly the access to the water supply.
* Tenants are requested to report to the Council as soon as possible any inappropriate use of the water supply and to inform the Council of any leakages or other water related issues that may occur from time to time.
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| **BONFIRES** |

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| **29** | Bonfires are **not encouraged** on allotment sites but the Council will allow these under certain conditions: **ALL TENANTS MUST NOTE AND ADHERE STRICTLY TO THE FOLLOWING RULES**:* Bonfires **SHALL ONLY** be permitted on allotment sites between **October 1st** and **March 31st inclusive**. Bonfires **ARE NOT** permitted outside this time.
* Tenants who light bonfires between April 1st and September 3Oth will receive a first and final written warning for their first offence, for a second offence they will have their allotment tenancy terminated
* When lighting a bonfire, tenants must consider the effect of drifting smoke on other tenants and occupiers of neighbouring premises **before** lighting a bonfire. Tenants must not cause a smoke nuisance.
* All materials to be burnt **MUST** be completely dry.
* Under no circumstances must bonfires be left unattended.
* When requested by a Council Officer, the Tenant must stop burning immediately.
* The Tenant must not burn the following materials on the allotment plot:
* Any material originating outside of the allotment site;
* Any material producing dark or black smoke, such as, but not limited to, rubber, plastics, foam or paint;
* Any other hazardous material that could cause environmental damage
* For safety, and environmental reasons, tenants must not bring on to their plot, volatile combustible chemical substances (such as petrol, methylated spirits, accelerants, oil or diesel fuel) other than those required for immediate use with light horticultural machinery (petrol and oil). The use of such substances for starting fires is **strictly forbidden**.
* Tenants are required to make themselves aware of and adhere to Lincolnshire Fire and Rescue advice to refrain from storing any volatile combustible fuels on their allotment plot, or elsewhere on the site.
* Tenants who disregard these instructions may be subject to enforcement action under the Environmental Protection Act 1990. If found guilty the tenant may face a fine and the Council may seek to terminate the tenancy.
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| **RAIN WATER, PONDS & WATER BUTTS** |

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| **30** | * The Council **actively encourages** and welcomes the collection of rainwater on all allotment sites. It further encourages tenants to invest in increasing rainwater collection systems on their plots.
* The development and construction of ponds for the keeping of fish is **NOT** permitted. However, subject to formal written permission being given by the Council, a tenant may develop a shallow pond for the purposes of encouraging wildlife.
* The Tenant must keep all water butts and other water receptacles on her/his plot clean and **securely covered** to avoid contamination and decay of the stored water when unattended.
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1. **LIVESTOCK – KEEPING ANIMALS & BIRDS ON YOUR PLOT**

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| **LIVESTOCK** |

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| **31** | * The Tenant must not keep any animals or livestock of any kind on the allotment **except female chickens/hens, and/or rabbits to the extent permitted by the *Allotments Act 1950* (Section 12).**
* **FROM 1ST FEBRUARY 2019, THE KEEPING OF PIGEONS ON ALLOTMENT SITES WILL NOT BE PERMITTED.**
* In **ALL** circumstances **written permission** must be obtained from the Council. No livestock of any type may be brought onto allotment sites unless and until written permission is received by the Tenant from the Council.
* In all circumstances, livestock must be kept in conditions that satisfy all current care and welfare legislation issued by DEFRA, RSPCA and their successor bodies.
* **COCKERELS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES (except at Canwick Hill)**
* Council welfare officers will be consulted where living conditions for livestock on allotment sites are deemed to be lower than acceptable standards.
* Authorised Animal Health personnel are permitted to enter the site and inspect the animals at any time, without prior warning and take any necessary enforcement action.
* Tenants who are permitted to keep livestock **MUST** adhere to any and all instructions from the Council, the RSPCA and/or DEFRA (or successor body) in respect of animal welfare issues.
* Tenants who keep livestock must also be aware that the presence of chickens and other animals increases the likelihood of encouraging vermin on their plot. Tenants **MUST** take appropriate preventative action to reduce this likelihood by keeping all feedstuffs securely and safely stored so that rats, mice and other vermin cannot get access to this food.
* Tenants who wilfully disregard these instructions will be referred to the RSPCA who may choose to take enforcement/corrective action to remove livestock from the plot. Such action, if taken, will mean the tenants shall not be entitled to any form of compensation for this loss.
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| **KEEPING OF BEES** |

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| **32** | * The keeping of bees is permitted in the following circumstances:
1. The Tenant must seek, and have obtained, the express **written** permission of the Council **BEFORE** any bees are brought onto the site
2. The Tenant must agree to the conditions for bee-keeping stipulated by the Council, and which will form part of a separate legal agreement to this agreement between the Council and Tenant.
* The Council will consider all such requests with regard to the potential effects on neighbouring properties and the expressed views of other tenants.

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| **GAME** |

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| **33** | * **The Tenant shall not take any game from the allotment site, or allow any others person to do so.**
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1. **STRUCTURES – SHEDS, GREENHOUSES & POLY TUNNELS**

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| **STRUCTURES** |

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| **34** | * The Tenant must not, without **written** consent of the Council, erect any building, shed, poly-tunnel, greenhouse or other structure on the allotment plot.
* Tenants must apply for permission to erect a structure by filling in the relevant form(s). The application must give full particulars of the shed, poly-tunnel or greenhouse and position in which it is proposed to erect it. **ALL structures must have rainwater collection systems.**
* The tenant shall notify the Allotment Officer when the shed, greenhouse or poly-tunnel has been erected.
* If necessary, the Allotment Officer shall inspect the new structure and issue further instructions to ensure its construction/size is compliant with regulations or approve the structure as presented.

Sheds, poly-tunnels and structures must conform to the defined specifications which are listed below:**Sheds*** Any shed erected must not exceed **10ft long, 8ft wide, and 9ft high**.
* The tenant must not erect more than **two sheds** on their allotment.

**Poly Tunnels*** From **February 1st 2019**, no poly tunnel may exceed 25% of the total size of the plot.
* **ALL** poly-tunnel users, regardless of size, **MUST** make arrangements for collecting their own water. This means that the site water supply cannot be solely used as a means of water supply. The tenant must make additional arrangements to collect rainwater. Your application must show how you intend to do this.
* Where **existing** poly-tunnels are either larger than 25% of the total size of the plot, and/or no additional rainwater collection to service the tunnel is made or the mains water supply is used to fill storage containers which are then used to service the poly-tunnel, the council reserves the right to increase the annual water charge to reflect the greater use of the mains water supply. In such circumstances, the water rate will be three times the standard water rate applicable at the time.

**Greenhouses*** No design is prescribed for greenhouses, but a tenant wishing to erect a greenhouse must submit a design that is satisfactory in the opinion of the Council

**Caravans, Tents and Other structures*** Caravans/Tents or any form of temporary dwelling or structure are not permitted on allotment plots.
* The Tenant will be fully responsible for the safety and security of their plot, and any associated structures upon it when the plot was taken on. The Council cannot be held responsible for any damage or loss howsoever caused.
* The Tenant shall **NOT** be entitled to any compensation in respect of damage to a structure erected by them or inherited at the start of the tenancy.
* The Tenant shall not use any shed, greenhouse, building or other structure as sleeping accommodation or for residential type purposes.
* On termination of a tenancy, the outgoing tenant must remove all structures and their contents completely from the site. The exception to this is where a structure has been inherited **and** it is of a permanent nature, such as a brick or block construction. This will then revert to the Council to do with it as it thinks fit, at its own cost.
* Where a Tenant wishes to transfer responsibility for a structure to a new tenant, then a structure may be left on the site at the Council’s discretion. The Council will ordinarily allow structures to remain provided that they are in reasonable condition, of sound construction and contain no hazardous material(s).
* Failure to remove a structure that is not exempt will result in the Council removing and destroying the structure and its contents. Any charges incurred by the Council will be recharged to the outgoing tenant.
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| **ASBESTOS** |

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| **35** | * Asbestos containing materials are **FORBIDDEN** on all sites at all times and must not be used, in part or whole for creating any type of structure. Where asbestos exists on a site, and providing it is part of a stable structure, its condition will be closely monitored by the Council and will be removed when the plot it is located on becomes vacant.
* Asbestos **must not** be removed by tenants. If asbestos exists, please report this to the Council immediately. The Council will remove the asbestos when its condition warrants it or when a plot, on which the asbestos is present, is vacated by a tenant.
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**8. TERMINATION OF TENANCY**

The tenancy of an allotment garden shall continue until terminated. In addition to any clauses contained in the above text, it can be terminated in any of the following manners or events:

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| **TERMINATION BY THE COUNCIL** |

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| **Rent** |

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| The Council may require the Tenant to vacate the allotment plot by:* Re-entering the allotment plot after providing one calendar month’s written Notice to Quit to the Tenant, if the rent or any part is in arrears for at least 40 days, whether legally demanded or not.
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| **Breach of Conditions** |

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| The Council may require the Tenant to vacate the allotment plot by:1. Re-entering the allotment plot after providing one calendar month’s written Notice to Quit to the Tenant, if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant,

and 1. provided that if such a breach is of the conditions or rules affecting the cultivation of the allotment plot, at least 3 calendar months have elapsed since the commencement of the tenancy.
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| **Bankruptcy** |

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| The Council may require the Tenant to vacate the allotment plot by:* Re-entering the allotment plot after providing one calendar month's written Notice to Quit to the Tenant, if the Tenant becomes bankrupt.
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| **Allotment Appropriation** |

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| * The Council may require, at any time, the Tenant to vacate the allotment plot by giving 3 calendar months notice in writing on account of the allotment garden being required for:
1. Any purpose, other than the use for agriculture/horticulture, for which it has been appropriated under any statutory provision.
2. Building, mining or other industrial purpose, or for roads or sewers necessary in connection with any of those purposes.
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| **Death** |

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| * The Tenancy of the allotment shall terminate on the death of the Tenant.
* The tenancy will not under any circumstances, automatically transfer to a next of kin or helper who has not completed a joint tenancy agreement. (See section 4 clause 9 – sub-letting). Registered co-workers will not automatically have the tenancy transferred to them.
* In the event of a tenant’s death, the council will work with the immediate family to ensure all items are removed from the plot before the plot is re-let. There will be no cost to the tenant’s immediate family if a plot requires clearing at the time of the tenants death.
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| **By Notice** |

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| The Council may require the Tenant to vacate the allotment plot by:* Giving 12 calendar months notice in writing to the Tenant expiring on or before 1 February in any year.
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| **Change of address** |

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| * If the Tenant moves to an address outside of the City of Lincoln boundary, and prior approval has **NOT** been obtained from City of Lincoln Council, the tenancy of the plot may be terminated by the Council giving one months notice in writing.
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| **Growth of illegal substances** |

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| * The Council reserves the right to terminate a tenancy immediately if it is proven that illegal substances (as determined by legislation at the time of the offence) are being grown on the plot.
* In such circumstances the tenant forfeits all rights accorded to allotment holders through this agreement. **He/She will be unable to apply for an allotment for a period of two years from the date of termination.**
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| **Termination by the Tenant** |
| * The Tenant may give up the allotment plot by giving a minimum one calendar months notice in writing to the Allotments Section of the Council, using the Surrender form. Fees for a full year remain payable and there will be no refund for the part of the year that remains unused.
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**9. NOTICES**

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| **Notices and Written Correspondence** |

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| **By the Council** |
| Any notice or written correspondence given by the Council to the Tenant shall be in writing, typescript or printed.It may be sent by post or e-mail to the last known postal or e-mail address, hand-delivered to the last known address or by fixing it in a conspicuous place on the allotment plot.  |

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| **By the Tenant** |
| Any notice or written correspondence from the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by whatever means to the Allotments Section at City Hall. Such communication should include the tenant’s full name (printed), a current address, a telephone number, allotment plot number and, where possible, an e-mail address. Where signature is required, then all correspondence must be by hard copy, but where this is not essential, then e-mail communications are acceptable.It is acceptable to deliver the correspondence by hand to City Hall.Address for all correspondences: **Allotments Section, Community Services, DCE, City Hall, Beaumont Fee, Lincoln, LN1 1DE E mail:** **allotments@lincoln.gov.uk** **Tel: 01522 873815** |

**10. YIELDING UP**

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| The Tenant shall, upon the termination of the tenancy, leave the said allotment in a clean and tidy state, reasonably free from weeds and all personal belongings shall be removed (including sheds and structures, unless otherwise agreed by the Council). The Tenant shall also, where appropriate, level the plot to the satisfaction of the Council.The Council will be entitled to claim compensation from a tenant who leaves the plot in a condition that cannot be let to a new tenant without additional work being undertaken by the Council. This will cover the cost of any re-instatement required. The Council retains the right to take legal action through the courts in response to fly tipping. |

## 11. OTHER

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| **Other relevant clauses** |
| **1** | Where the expression ‘The Tenant’ consists of more than one person, the obligations on such persons will be jointly, severally and equally applied. |
| **2** | The Tenant shall fully reimburse the Council for any expenses incurred by the Council as a result of any breaches of the tenancy agreement. |
| **3** | The Council reserves the right to terminate the agreement, with immediate effect, for what they consider inappropriate behaviour on the allotment garden or inappropriate/unacceptable use of the allotment plot for illegal or non-gardening activities.The Tenant has a right of appeal to the Council’s relevant Portfolio Holder, within one calendar month from the date of the termination letter in such cases. The Portfolio Holder decision in such matters is **FINAL**.  |
| **4** | From time to time, the Council may add additional or amend existing rules as are necessary to maintain the infrastructure and integrity of the allotment management. In such cases all tenants will be written to, at the address held by the Council, to explain the changes to be enacted. |
| **5** | The Tenant must at all times during the tenancy, observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment. |

**REMINDER**

* **IF YOU NO LONGER WISH TO CONTINUE WITH YOUR PLOT AND WISH TO RELINQUISH IT, PLEASE LET US KNOW AS SOON AS POSSIBLE.**
* **PLEASE ENSURE THAT YOUR PLOT IS LEFT CLEAN AND TIDY.**
* **PLEASE DISCUSS WITH US IF YOU WISH TO LEAVE ANY STRUCTURES ON YOUR PLOT FOR THE INCOMING TENANT.**

**AGREEMENT ENDS**