

**Agenda Item:** 6.1  
**Report to:** Amenities Committee  
**Date:** Wednesday 13<sup>th</sup> May 2020  
**Subject:** Allotment Tenancy Agreement annual review  
**Summary:** To consider amendments to tenancy agreement for 2020/21

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## **Recommendation**

**The Council/Committee is recommended to**

- 1. Approve the tenancy agreement for 2020/21**
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### **1. Introduction**

The allotment Tenancy Agreement is a 12 month agreement that is held between each plot holder and the parish council.

The document has been amended in a piece meal fashion over the past few years and this has resulted in a disjointed agreement.

The council is asked to consider revising the agreement to ensure that it is up to date and relevant. The National Allotment Society has been consulted in the revisions proposed.

### **2. Changes**

The tenancy agreement for 2019/20 is contained in appendix 1 and the proposed agreement for 2020/21 is contained in appendix 2.

Below is a list of the changes proposed:

#### **Summary of Changes**

- There were several grammar mistakes that have been edited to improve the reading.
- The proposed 2020/21 Tenancy Agreement includes the new season rent increase of £2.

Please see below for other Tenancy Agreement reference point changes:

**3.1.a**

“The deposit shall be used to cover costs incurred by the Council with plot preparation.”

This sentence was added following advice from the National Allotment Society (NAS) to be clear to Tenant’s why we may need to retain their deposit.

**5.3.**

“Crops grown in greenhouses, frames and pots are included in the cultivation of crops quotas.”

This sentence was added to give better clarity about crop quota inclusion.

**9.1.2.**

“The Tenant may be allowed to vacate their allotment earlier (no refund of rent) at the Council’s discretion, or”

This sentence was added to show that the council may permit early vacation *if* the Parish Council has applicants on the ‘Allotment Waiting List’. Should the Parish Council not have applicants pending – then permission may be declined, and the 12 months’ notice enforced. The reasoning is to reduce the KHPC staff having to maintain a prematurely vacated plot when there is no re-let demand yet allows us to re-let plots faster when there is a waiting list.

**13.2.**

“(not sunk in the ground)”

This text was added to clarify that trees in pots must not be sunk in the ground – as future removal may prove difficult.

**17.3.**

“Fires are not permitted on the Allotment site. A communal incinerator only can be used for i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. Incinerators must be attended at all times and not cause a nuisance to neighbouring residents or other allotment holders. The incinerator must be fully extinguished at least 30 minutes before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.”

This paragraph was reduced to just the first sentence. The reasoning being that communal incinerators are not permitted, and so the first sentence was enough content to not cause confusion.

### **22.2.1.**

Originally stated:

“take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur including not spraying in windy conditions, and”.

This text was edited to read more clearly:

“take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected including not spraying in windy conditions, and must make good or replant as necessary should any damage occur, and

### **3. Recommendation**

**The Council/Committee is recommended to**

- 1. Approve the tenancy agreement for 2020/21**

Contact Officer: Michael Dean, Chief Facility Officer.

Date: 26/06/2020