



# ASPATRIA TOWN COUNCIL

## LAWSON STREET ANNUAL ALLOTMENT TENANCY AGREEMENT 2022/23

1. **This Agreement** is in respect of Plot Number \_\_\_\_\_, Lawson Street (the allotment) and is made between Aspatria Town Council (the Council) and \_\_\_\_\_  
(You, the tenant(s) of \_\_\_\_\_)

It is an annual tenancy to be signed in conjunction with a short tenancy running from 1<sup>st</sup> March 2022 to 28<sup>th</sup> February 2023.

### 2. **The Tenancy**

- 2.1 The Council agrees to let and you agree to take the Allotment on a tenancy from 1<sup>st</sup> March 2022 to 28<sup>th</sup> February 2023.
- 2.2 The rent will be subject to an annual review by the Council.
- 2.3 All tenants taking on a new plot with effect from 1<sup>st</sup> March 2022 will be required to pay a £25.00 deposit on top of the annual fee. (This does not apply to existing tenants.) This deposit will be refundable on relinquishing the tenancy if the plot is left in a satisfactory condition as per the rules of the Tenancy Agreement. If not, the Town Council will retain the deposit which will be used to assist in covering the cost of any clearance work.
- 2.4 You will have a three month trial period from the date of signing the tenancy agreement to determine if you can commit the time and upkeep required to work an allotment and to prepare the allotment for cultivation. If, after this period elapses, you decide not to continue the tenancy, you must remove any padlocks and vacate the plot immediately.
- 2.5 You must pay the annual rent by the date due, 1<sup>st</sup> March 2022. Non-payment within fourteen days of the due date will result in immediate termination of your tenancy. Reminder letters and new tenancy agreements for signature will be sent to you during January.

### 3. **Looking after your Allotment**

- 3.1 You will keep pathways between plots and the perimeter border of your allotment in good condition and must not obstruct such paths. Please show consideration bringing vehicles on to the allotments to protect the road surface.
- 3.2 You will keep the allotment in a proper state of cultivation and maintenance (without the use of carpets as a weed suppressant) and keep the allotment in good condition throughout the period of the tenancy.
- 3.3 No trees, bushes or shrubs other than those producing fruit are to be grown on the allotment plot. Small fruit trees, bushes and shrubs should be properly cut and trimmed and should not grow any higher than 2.5 metres. Invasive plants such as willow and Japanese Knot Weed must be removed and disposed of accordance with recommended guidelines.
- 3.4 You must not deposit or allow others to deposit any refuse on the allotment or adjacent paths.
- 3.5 All greenhouses and buildings of all descriptions must be kept in a good state of repair otherwise the Town Council reserve the right to have them removed from the allotment.
- 3.6 The erection of any new building of any description must first be submitted to the Town Council for approval. All lofts and sheds must be raised at least one foot above the ground. Any building or structure must only be used to store tools or goods directly associated with cultivating or maintaining the allotment. These must be kept in good condition and must be removed by the tenant if the Council deems it necessary, for example on grounds of safety.
- 3.7 Allotment holders must be aware of the need to conserve water. In times of cold weather when the taps are turned off by the Town Council, they must be left turned off until the weather improves. Hosepipes must not be left running continuously unattended.

- 3.8 Ponds must not be pumped out on to the main pathways. These should be emptied on your own allotment.
- 3.9 You are not permitted to light bonfires for the burning of garden waste or any other rubbish.
- 3.10 You are not to use the allotment for any trade or business purpose but solely for the cultivation of plants or permitted livestock for your domestic use.
- 3.11 Lawson Street allotments are situated in a residential area and in close proximity to houses and businesses. Noisy poultry such as cockerels, can be problematic and cause statutory noise nuisance to local residents. Although not limited to cockerels, if a noise nuisance is reported the Environmental Health Team at Allerdale Borough Council has legal powers to require Aspatria Town Council to avoid this nuisance and in this instance, you will be informed to remove the poultry immediately to avoid further complaints and/or prosecution.
- 3.12 You may only keep hens, rabbits, ducks, pigeons or geese on the site. Any other livestock, including dogs, is strictly forbidden.
- 3.13 All dogs brought to the allotments must be kept on a lead outside the confines of your own allotment and under control at all times. Any fouling must be removed immediately.
- 3.14 You may not assign or sublet any part of the allotments to anyone else.
- 3.15 You must ensure that boundary fences are not hazardous either in construction or in the type of materials used. No species of tree, shrub or bush may be used for the purpose of delineating the boundary.
- 3.16 You must supervise any children and not allow them to wander on to any adjoining allotment or cause nuisance or damage.
- 3.17 You must notify the Town Clerk of any change of address as soon as possible.
- 3.18 You must notify the Town Clerk within fourteen days of any factors causing inability to work the allotment plot to the required standards expected.
- 3.19 On surrendering a plot, you must ensure it is clean and tidy. All items must be removed including personal belongings, livestock and structures including sheds and greenhouses, if not taken on by the new tenant. You will be liable for any cost incurred by the Council to clear a plot.

#### **4. THE COUNCIL'S RESPONSIBILITIES**

- 4.1 The Council will maintain any external boundaries to the allotments for which it is responsible.
- 4.2 The Council will provide and maintain a water supply, or ensure that a method of water capture is available.
- 4.3 The Council will provide a pest control contractor who will carry out regular visits. Access may be required to your allotment on occasion. Any person laying poison in their own plot must ensure this is laid in a lawful manner and in baited boxes.

#### **5. ENDING YOUR TENANCY**

- 5.1 You may relinquish your tenancy at any time by giving written notice to the Town Clerk.
- 5.2 You may be required to give up your plot if you move outside the Parish of Aspatria.
- 5.3 No part of your annual rent is refundable if you decide to give notice to quit.

#### **6. ENDING THIS AGREEMENT**

- 6.1 You will be given no less than six months notice of the termination of this agreement except when the termination relates to a breach of this agreement in which case the notice period will be no less than one month.
- 6.2 Periodic plot inspections will be carried out by the Council to ensure that all terms and conditions are adhered to. If you are found to be in breach of these conditions, you will be notified in writing and given 28 days to bring your plot back to acceptable standards. If you are subsequently found to still be in breach of the conditions, a Notice of Termination will be issued. The Council will, before issuing a warning, take account of any extenuating circumstances.
- 6.3 Any notice given to you will be in writing and sent to the last home address provided by you. Any correspondence to be sent to the Council relating to this agreement should be addressed to the Town Clerk.

## **SECTION 9 ANIMAL WELFARE ACT**

Duty of person responsible for animal to ensure welfare:

(1) A person commits an offence if he does not take such steps as are reasonable in all the circumstances to ensure that the needs of an animal for which he is responsible are met to the extent required by good practice.

(2) For the purposes of this Act, an animal's needs shall be taken to include—

- (a) its need for a suitable environment,
- (b) its need for a suitable diet,
- (c) its need to be able to exhibit normal behaviour patterns,
- (d) any need it has to be housed with, or apart from, other animals, and
- (e) its need to be protected from pain, suffering, injury and disease.

(3) The circumstances to which it is relevant to have regard when applying subsection (1) include, in particular—

- (a) any lawful purpose for which the animal is kept, and
- (b) any lawful activity undertaken in relation to the animal.

(4) Aspatria Town Council reserves the right to inspect kept animals at any time and any welfare issues will be raised with yourselves and subsequently the relevant authorities.

Kelly Cooper - Town Clerk  
Aspatria Town Council  
[Clerk.aspatriatc@yahoo.co.uk](mailto:Clerk.aspatriatc@yahoo.co.uk)  
Tel: 07716766770



# ASPATRIA TOWN COUNCIL

## LAWSON STREET ANNUAL ALLOTMENT TENANCY AGREEMENT 2022/23

I/We wish to accept the new Tenancy of the named allotment from 1<sup>st</sup> March 2022 to 28<sup>th</sup> February 2023 and agree to abide by the terms and conditions approved by the Council.

I/We would like to keep the following livestock on my/our plot:  
(Please delete as appropriate)

Chickens/hens  
Ducks  
Rabbits  
Pigeons  
Geese

Plot No \_\_\_\_\_ Name(s): \_\_\_\_\_  
Lawson Street Allotment

Signed: \_\_\_\_\_ (You, the Tenant/s)

Name(s): \_\_\_\_\_ (Print)

Signed: \_\_\_\_\_  
Town Clerk (for Aspatria Town Council)

Date: \_\_\_\_\_