



# Fleetwood Town Council

Onward to a Better Future

## TENANCY AGREEMENT FOR LARKHOLME AVENUE ALLOTMENTS

EFFECTIVE 2026 ONWARDS

<b>Plot Number</b>	
<b>Name of Tenant</b>	
<b>Address</b>	
<b>Email Address</b>	
<b>Contact Number</b>	
<b>Next of kin details (In case of an emergency)</b>	<b>Name:</b> <b>Contact No:</b> <b>Email:</b>

We value your privacy, data collected on this form will only be used for Allotment purposes, no personal data will be passed onto third parties.

This document outlines the rules and regulations that you (the Tenant) and Fleetwood Town Council (FTC) must adhere to when you rent a plot on Fleetwood Town Councils Larkholme Avenue Allotment site.

Upon signing this agreement, you (the Tenant) are stating you have understood and agree to adhere to these rules and regulations for the duration of your tenancy. You are also agreeing to indemnify Fleetwood Town Council from and against all actions, proceedings, costs, claims and demands arising from your occupation and the use to the allotment(s) and note you (the Tenant) are advised to take out personal insurance.

Fleetwood Town Council may amend this document with the approval of a quorum of Council members.

This tenancy agreement supersedes all previous tenancy agreements.



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### 1. Definitions

**Fleetwood Town Council (FTC)** - landlords of the Allotment site.

**Allotment site** – means the area of land set aside by Fleetwood Town Council for the purpose of growing fruits, vegetables and flowers.

**Allotment Tenant** – means an individual who is tenanted at Fleetwood Town Council's Larkholme Avenue Allotment Site.

**Allotment Plot** – means a defined area of land within the Larkholme Avenue Allotment site that is available for rent for an annual charge.

**Allotment Rent** – means the annual charge for renting your allotment plot for 12 months. This charge is reviewed annually and subject to an annual increase.

### 2. Rent/Charges

- 2.1. The Tenant will be served an 'Annual Notice of Rent' at least 28 days before the rent is due for the year in advance. This will be sent each September, and this must be paid within 40 days of the rent being due. Rent is charged based on per square metre, so charges per plot vary dependent on size.
- 2.2. Water supply shall be included in the rental charge.
- 2.3. If the annual rent remains unpaid for a period of not less than 40 days, the tenant will be issued with 28 days 'Notice to Quit, in which the tenancy shall be terminated as set out in clause 11.
- 2.4. FTC reserves the right to annually review and increase allotment rents as permitted by the Allotments Act (1950) section 10. Tenants will be notified of any rental increases 12 months in advance.
- 2.5. The Tenant must pay the annual rent by:
  - 2.5.1. Electronic means from an account held in the name of the Tenant to an account notified to Tenant by FTC; or
  - 2.5.2. Any other method that FTC reasonably required and notifies to the Tenant.
- 2.6. A key deposit of £20 is required by any new tenant. This deposit will be refunded when the allotment is surrendered clear and left in a condition deemed reasonable by FTC and the gate key returned. FTC reserves the right to withhold this refund if conditions are not met.
- 2.7. A one-off £30 administration fee is payable to FTC by any new tenant.



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### **3. Restrictions**

- 3.1. Prospective and current tenants must reside within the parish of Fleetwood; they must be aged 18 or over and they must not have had a previous Notice to Quit at Larkholme Allotment Site. If the Tenant moves out of Fleetwood, they no longer meet the tenancy agreement requirements to be a tenant and so they must provide FTC with a Termination Notice. If it is found that the Tenant does not reside within the Parish of Fleetwood or has moved area whilst renting the plot, then a Notice to Quit will be issued and the tenancy will be terminated.
- 3.2. Only one plot per tenant is permitted.
- 3.3. The Tenant shall not sublet, assign or part with possession of any part of their allotment plot nor shall they move plots.
- 3.4. New Tenants are subject to a 3-month probationary period. The tenancy will be monitored for compliance to the rules and any breaches noted. After the 3-month period, the tenant will be advised if they have successfully completed the probation period. If not, the tenant will be given a Notice to Quit, and any administration fee will be forfeited. Rent for the remainder of the 12 months tenancy will be refunded on a pro-rata basis. Also, if the tenant does not feel the allotment is for them in this period, they are able to terminate their tenancy with immediate effect. (see Probation Policy).

### **4. Tenants' circumstances**

- 4.1. The Tenant can nominate two individuals (co-workers/buddies) to help maintain their plot. A tenant's co-worker can help maintain the plot without the presence of the tenant. A proforma must be completed by each co-worker. These proformas are available from FTC. The Tenant is responsible for the actions and behaviour of their allotment co-worker(s). If it is found that only the co-worker is maintaining the plot and the council have not been informed of any extenuating circumstances, then the tenant is in breach of their agreement, and the enforcement process will be initiated.
- 4.2. The Tenant shall notify FTC immediately of any change of address, phone number, email address and changes of details of their co-workers.
- 4.3. The Tenant should also notify FTC if they wish to remove/add nominated co-workers.
- 4.4. Any written notice required by the tenancy shall be deemed served if sent by post or email to the last known address of the tenant.



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- 4.5. Any written notice to be served by the Tenant shall be sent to FTC Assistant Clerk by post or email (see contact details on last page).

### 5. Code of conduct

- 5.1. The Tenant shall not cause nuisance, annoyance, or create hazards to plot holders, neighbouring residents or businesses and shall treat others with respect.
- 5.2. The Tenant shall not trespass onto any other plot without the permission of that plot holder, nor shall they remove produce from any other plot, belonging to another person without the permission of the relevant plot holder.
- 5.3. The Tenant shall respect other tenants' rights to manage the plot as they wish, if within the rules of the Tenancy Agreement.
- 5.4. The Tenant is responsible for any persons they bring onto the allotment site and must ensure that they adhere to the conditions set out in this Tenancy Agreement.
- 5.5. The Tenant must ensure that any children brought on site are supervised.
- 5.6. All disputes between tenants should be referred to FTC Assistant Clerk/Clerk who shall forward the complaint to the Allotment Committee, failure to accept the committee's decision will result in the decision being made at Full Council meeting where the decision will be binding on all tenants involved in the dispute.
- 5.7. The Tenant must not reside or sleep on the allotment site.
- 5.8. Any issues on the allotment site must be reported to FTC.

### 6. Cultivation and use

- 6.1. All plots are let on an '**as seen**' basis. FTC are unable to carry out improvements or clearance works for new tenants.
- 6.2. Produce from the allotment must solely be for domestic consumption and not for financial gain.
- 6.3. The Tenant shall keep their plot in a good state of cultivation and fertility.
- 6.4. Within the first 6 months of tenancy 25% of the plot must be cleared and either be under cultivation with crops or being readied for crops. After 6 months the plot must be regularly tended to and showing signs of progress.



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No less than 75% of the plot may be under cultivation after 12 months. The other 25% includes pathways, greenhouse, shed or polytunnel. (Timeframe may alter depending on condition of plot taken over).

- 6.5. The Tenant must notify FTC by completing a Notice of Absence form of any change in circumstance which might temporarily prevent cultivation of the plot such as a prolonged holiday, accident, illness or bereavement.
- 6.6. The Tenant shall not plant any tree other than fruit bearing trees on a dwarf rootstock which grow to a maximum of 3 metres. All branches must remain within the plot boundaries and not obstruct pathways.
- 6.7. The Tenant shall not cut, prune or fell trees growing on the plot or the wider allotments without written consent from FTC. Fruit trees are exempt from requiring consent from FTC for cutting and pruning.
- 6.8. The Tenant must keep the allotment plot free from rubbish/litter, make arrangements for the disposal/removal of all rubbish/litter and not allow materials to accumulate. Any dry garden waste must be composted wherever possible.
- 6.9. The Tenant shall not utilise carpets or underlay on the allotment site.
- 6.10. Tenants must not build any structures on their allotment exceeding 2.5 metres in height and no more than one shed (no bigger than 8ft x 6ft) and one greenhouse (no bigger than 10ft x 8ft) and one polytunnel (no bigger than 20ft x 12ft). The bases of these structures must not be made permanent fixtures (i.e. no concrete or tarmac).
- 6.11. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of FTC.
- 6.12. Oil, fuel, lubricants or other flammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 6.13. The Tenant must not construct a pond without written consent from FTC. If consent is given, then the pond must have a 1 metre fence around it with a secure gate to prevent anyone especially children from falling in, clear signage must be implemented and netting over the pond to prevent drowning.
- 6.14. Any shed should be implemented on the Tenants plot bordering the main central path.



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- 6.15. FTC strongly advise tenants to take out personal insurance for themselves and their belongings and activities at the allotment.
- 6.16. Tenants must note that if their plot is subject to criminal damage or theft, that they must notify FTC, the police and additionally get a crime number which in turn must be provided to FTC.
- 6.17. The Tenant shall remove any waste on termination of the tenancy, failing which FTC will seek to recover the costs of removal from the outgoing Tenant as set in clause 11.5.
- 6.18. The Tenant shall not deposit waste of any kind on the allotment site.
- 6.19. The Tenant must clearly display the plot number so it is visible from the main access path, this may be on a structure (i.e. shed), water butt or post.
- 6.20. The Tenant shall keep all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep any ditches clean and maintained and keep in repair any other fences, gates or sheds on their plot and every path or road bordering their plot.
- 6.21. The Tenant shall not use barbed wire within the FTC allotment site.

### **7. Livestock/Birds/Cats/Hedgehogs/Rats/Dogs**

- 7.1. The Tenant shall not bring or cause to be brought onto the allotment site a dog unless it is on a leash and remains on the Tenant's allotment plot only. Any faeces must be removed and disposed of off-site by the Tenant.
- 7.2. No livestock are to be kept on the allotment site without prior written consent from FTC except from rabbits or hens (no cockerels) to the extent permitted by section 12 of the Allotments Act 1950. These animals are not to be kept for trade or business purposes and accordingly to be limited in number provided that:
  - a) the numbers of them are manageable.
  - b) they are well and humanely managed.
  - c) they do not cause any danger, nuisance, interference, disturbance or annoyance to Tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or plot holders (see Policies for keeping hens or rabbits).
- 7.3. Any feral or neighbouring cats that venture on to the allotment site should not be fed and encouraged by tenants or their co-workers.



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- 7.4. Hedgehogs are a protected species. When working on the plot (especially clearing a new plot) the Tenant must be careful and look out for hedgehogs to prevent any accidental harm. They are also a natural source of pest control and therefore they are a benefit to the allotment site.
- 7.5. To reduce rats on the allotment site, ensure bird feed is stored correctly, ensure plots are kept tidy by ensuring materials are stored neatly, ideally within a shed to reduce areas for them to shelter. (see Pest Control Policy).
- 7.6. Regarding birds, any bird seed should be in a bird feeder or on a bird table with grease bands around the stand to prevent rats climbing up. Bird feed should not be scattered on the ground or on tops of structures e.g. storage units.

### **8. Water/Hoses/Fires**

- 8.1. The Tenant shall exercise economy, care and consideration for others when using water facilities. FTC encourages water conservation practices such as mulching and the use of covered water butts. Any drought orders must be complied with.
- 8.2. We advise tenants to collect rainwater using gutters and downspouts into water butts from the roofs of any structures such as sheds or greenhouses. Water butts must have lids when not in use.
- 8.3. The Tenant shall not use sprinklers. Hosepipes are permitted but must not be left unattended and they must be securely stored away when not in use to prevent trips/falls. When in use, the hosepipe must be handheld and not left on the ground. Water must be conserved as much as possible. FTC advise, where possible, to only use a hosepipe as a last resort and to use water collected from water butts on the Tenants plot or to use a watering can from the taps on site.
- 8.4. The Tenant shall report any water leaks immediately to FTC.
- 8.5. No fires of any type are permitted on the allotment site.

### **9. Security**

- 9.1. The Tenant shall be issued a with a key to access the allotment site either by car or on foot. No replicas are to be made. The only people permitted to have a key are the Tenant and their nominated individuals for which a deposit is to be paid.



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- 9.2. The main access gate shall be closed and always locked (for the protection of lone tenants and the prevention of unauthorised visitors). Please ensure that the gate is always locked after you enter and after you leave the allotment site.
- 9.3. The Tenant must make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is locked securely before and after.
- 9.4. The Tenant shall report any damage to FTC infrastructure (gates, taps, padlocks) or unsafe items within the allotments immediately to FTC.

### 10. Enforcement

- 10.1. For the purposes of management and maintenance an officer of FTC can enter the allotments to carry out plot inspections at any time. Upon request the Tenant must give FTC officers access to any shed, greenhouse or similar structure on the plot.
- 10.2. If this Tenancy Agreement is breached the **'Enforcement Process'** can be initiated (see full process in Enforcement Procedure Policy).
  - 10.2.1. **'Enforcement Notice 1'** will be sent to the Tenant. This notice requires the Tenant to contact FTC to state their intention to continue with the plot and remedy tenancy breaches within 14 days. FTC will inspect the plot after 14 days to ensure any breaches have been resolved.
  - 10.2.2. If after 14 days the Tenant has not responded, either by remedying the breaches or contacting FTC to discuss extenuating circumstances and to agree an action plan, then **'Enforcement Notice 2'** will be sent to the Tenant. This notice gives the Tenant another 14 days to respond.
  - 10.2.3. If after a further 14 days the Tenant has not responded a **'Termination Notice'** will be sent to the Tenant stating the reasons why the tenancy has been terminated (see clause 11.1.d). If a tenancy is terminated under this clause, no compensation shall be payable, and the tenant cannot re-apply for a plot in the future.
- 10.3. The **Enforcement Process** can be stopped at any time within the 28-day period providing the breach of tenancy is remedied or an acceptable extenuating circumstance is provided to FTC.



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### 11. Termination

- 11.1. The tenancy of the allotment plot shall terminate
  - a) Automatically on the death of the Tenant
  - b) If the rent, or any part of it, is in arrears for more than 40 days
  - c) If the Tenant becomes bankrupt or compounding their debt with creditors
  - d) If the Tenant has breached conditions of the Tenancy Agreement.
- 11.2. A '**Termination Notice**' will be sent stating the reasons why the tenancy has been terminated.
- 11.3. In circumstances other than those listed in clause 11.1, the tenancy may in any event be terminated by FTC by giving 12 months' written notice to quit with the tenancy expiring before 6<sup>th</sup> April or after 29<sup>th</sup> September, as permitted by the Allotments Act (1950) section 1.
- 11.4. The Tenant may terminate this tenancy by
  - a) Giving FTC a one month's written termination notice.
  - b) Giving FTC a termination notice in writing after being served with the Annual Notice of Rent. The Termination Notice must be given before the rent becomes operative.
- 11.5. In the event of the termination of the tenancy the Tenant shall return to the FTC any property (e.g. keys) made available to them during the tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of FTC, the plot has been left in an unsatisfactory condition, any work carried out by FTC to return the plot to a satisfactory condition shall be charged to the outgoing Tenant (Section 4 Allotments Act 1950).
- 11.6. Upon termination the Tenant will have one calendar month to remove any belongings (tools, shed, greenhouse etc unless otherwise agreed by FTC) or crops from the plot. The plot should be left in a satisfactory condition deemed by FTC. The Tenant has the right to appeal (see Appeals Policy).

### 12. FTC's responsibilities

- 12.1. FTC will maintain digital allotment records in accordance with the Data Protection Act 2018 (GDPR).
- 12.2. Allotment administration: keeping a waiting list, letting plots, rent collection, enforcement of rules, terminations and regular allotment inspections (see Inspection Schedule Policy).
- 12.3. Maintenance of the Leylandii trees, gates and water infrastructure.



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- 12.4. FTC will pay all rates and taxes.
- 12.5. FTC does not accept the responsibility for any loss arising from an accident, fire, theft, damage or vandalism of any permitted structure, tool, plant or contents within the allotment or injury to tenants on their own plot.
- 12.6. The Council have the right to refuse admittance to the allotment to any person other than the Tenant or a nominated individual unless accompanied by the tenant.
- 12.7. FTC reserves the right to change the allotment agreement if found necessary, but any changes will be made known to the tenants in advance. FTC will provide the tenants with a new copy of any updated rules, and the tenants will be expected to comply with said rules following their notification. If the Tenant does not wish to sign the new agreement, then the Tenant is effectively terminating their tenancy and will have one month to clear their plot.

I hereby understand and agree to the rules and regulations of this tenancy agreement.

Signed: ..... Date .....

Print name .....

**The Tenant**

Signed: ..... Date .....

Print name .....

**Officer of Fleetwood Town Council**

**Witnessed by:**

Signed: ..... Date .....

Print name .....

**Contact Details:**

Fleetwood Town Council, 122 Poulton Road, Fleetwood, FY7 7AR

Telephone: 01253 872444 Website: [www.fleetwoodtowncouncil.org.uk](http://www.fleetwoodtowncouncil.org.uk)

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