

**Leicester City Council - Allotment Gardens  
Conditions of Tenancy**

1. The tenancy is terminable by twelve months' notice in writing by the Council expiring on 31<sup>st</sup> October in any year. In the case of the garden being required by the Council for a purpose for which it was acquired or has been appropriated by the Council under any statutory provision, by three months' notice in writing to the tenant, expiring at any time, and such notice given by the Council shall be sufficient if signed by the Head of Legal Services.
2. The tenant shall pay the rent yearly in advance and at a proportionate rent for any part of a year over which the tenancy may extend in the manner described on the tenancy invoice.
3. The tenant may end the tenancy by providing the Council not less than one month's written notice. No refund of rent will be given for any unexpired period of the tenancy up to the next rent repayment date.
4. The Council reserve the right for their employees and agents to enter and cross the garden at all times and for all purposes.
5. The tenant shall keep all fences except outside fences in proper repair and shall properly trim all hedges and keep the same not more than eighteen inches in width and the tenant shall not permit any fence or hedge to exceed to exceed four feet in height nor to overhang a road.
6. The tenant shall not use any building on the garden as a dwelling house or garage and shall not store or keep any motor vehicle or any horse or other animal or any birds, fowl or poultry on the garden.
7. The tenant shall keep the garden clean and free from weeds and shall cultivate the same in a good and husband-like manner.
8. The tenant shall keep on half the width of the road abutting on the garden free from weeds and rubbish.
9. The tenant shall use the garden wholly for the production of vegetables or fruit crops for the consumption by the tenant or the tenant's family and not for the purpose of any trade or business and without prejudice to the generality of the foregoing prohibition the use of the garden for the business of a market gardener or propagation of trees, plants or bulbs for sale is prohibited.
10. The tenant shall not do anything on the garden which is or may become a nuisance or annoyance to the occupiers of adjoining land and neighbours.
11. The creating of bonfires is prohibited and rubbish should be composted, taken to a civic dump or put in the skips the Council provides from time to time.
12. The planting of standard trees and fruit trees is prohibited. The tenant is responsible for the removal of fruit bushes and other of the tenant's plants on termination of the tenancy.

13. If any rent is in arrears for thirty days after becoming due whether lawfully demanded or not or if the tenant shall fail to observe or perform any of the condition of the tenancy it shall be lawful for the Council in any such case at any time thereafter to re-enter upon the garden or any part thereof in the name of the whole and the tenancy shall thereupon cease.
14. The tenant shall not erect, without the Council's written consent, any shed, hut, greenhouse, frame, compost container, refuse container or other structure on the land unless it is of an approved design and situated in an approved location.

**Details of the approved structures are as follows:**

Sheds and Garden Huts; Greenhouses and Poly Tunnels

These are erected on garden at tenant's own risk and the Council is not liable for compensation for any damage done to them. No structure is to be constructed of corrugated metal or asbestos sheeting.

Garden Sheds and Huts

Allotment garden holders may erect a single garden shed or hut on the allotment plot, which is no greater than 10m<sup>3</sup> in size, being no greater than 2.2m in height.

Greenhouses / Poly Tunnels

Allotment garden holders may erect a single greenhouse or poly tunnel on the allotment plot, which is no greater than 10m<sup>3</sup> in size, being no greater than 2.2m in height.

Compost and refuse containers

These must not be constructed of corrugated metal or asbestos sheeting will not be permitted under any circumstances.

Frames

Allotment garden holders may erect a single garden frame on the allotment plot, which is no greater than 2,5m<sup>3</sup> in size, being no greater than 0.6m in height.