

Spennymoor Town Council
Allotment Garden Tenancy Agreement

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|---|---|-------|----------|
| An agreement made on: | | Date: | |
| Between Spennymoor Town Council (hereinafter called "the Council") and: | | | |
| Name of First Tenant: | | | |
| Of: | Address: | | |
| | | | |
| Postcode: | | | |
| And: | Name of Joint Tenant: (If Applicable) | | |
| Of: | Address: | | |
| | | | |
| Postcode: | | | |
| Who is a direct relative or lawfully recognised Civil Partner of the First Tenant(s) (hereinafter called the "Tenant(s)"). The Tenant confirms that they are over the age of 18 and reside within the Parish of Spennymoor. | | | |
| Whereby the Council agree to let and the tenant(s) agrees to take on a yearly tenancy commencing: | | Date: | |
| For the Allotment Garden: | Plot Number: | | |
| At: | Site: | | |
| Size recorded by Spennymoor Town Council as: | | | sq yards |

The Tenancy is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

1. Only residents of the parish of Spennymoor will be eligible for an allotment tenancy.
2. Rent shall be payable in advance from the 1st April. However existing tenants may make payment in March.

3. The rent shall be reviewed on each anniversary of the commencement date (1st April 2016) of this Agreement and thereafter the rent shall be increased or decreased by such sum as the Town Council deem reasonable, taking into account average regional allotment rents.
4. In the following circumstances the allotment tenancy may be brought to an end by the Council by re-entry (The Council reclaiming possession) after one month's written notice to quit being given to the tenant(s).
 - i) If the rent is in arrear for not less than 40 days OR
 - ii) If the Tenant(s) is not duly observing the conditions of his/her tenancy.
 - iii) In the event of the tenant, wishing to appeal against any notice to quit the tenant must, within 7 days of receipt of the notice to quit, give written notice to the Town Clerk setting out their intention to Appeal and their written grounds of Appeal. The matter will then be considered by the Council's Appeals Committee.
5. Any tenant who has been issued with a Notice to Quit will be ineligible for any other Allotment Garden owned by the Council within the Parish of Spennymoor
6. The tenancy may also be terminated by the Council or the Tenant(s) by providing 12 months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year.
7. Should the Tenant(s) wish to terminate this tenancy then 1 month's written notice should be issued by the Town Council on the prescribed form.
8. The Tenant(s) shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
9. A mutually agreed swap of allotment tenancies by 2 bona fide allotments may take place subject to the application for a swap being made in writing to the Site Steward who will seek the approval or otherwise from the Town Council.
10. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. In the event of the unfortunate death of the tenant, in the case of a joint tenancy situation, the surviving joint tenant shall retain the tenancy.
11. Joint Tenancy's will only be accepted where there is a family relationship or lawfully recognised civil partnership. A Joint Tenancy can only be entered into on a new tenancy. No Joint Tenant to be added after initial entry into the tenancy.
12. If an existing Joint Tenant decides that he/she would like to obtain a garden of their own, they are to contact the Secretary/Steward of the site to place their

name on the waiting list. When a garden is allocated, the original part of their Joint Tenancy ceases. Where one party leaves the Joint Tenancy, the remaining tenant is unable to allocate another Joint Tenant without the approval of the Town Council.

13. All allotment rent be charged per sq. yard and paid directly to Spennymoor Town Council.
14. Where the expression "the Tenant(s)" consists of more than one person the obligations on such persons shall be joint and several.

Tenants Obligations

15. The Tenant(s) shall use the Allotment Garden as an allotment garden only (that is to say wholly or mainly for the production of garden flowers Lawn areas (not over 25% of the allotment), vegetable or fruit crops for consumption by the tenant(s) and her/his family) and for no other purpose.
16. The Tenant(s) shall keep the Allotment soil free from substances that in the view of the Town Council are noxious contaminants, livestock carcasses, and weeds and in a good state of cultivation (at least 75% of the total area including polytunnels, greenhouses, raised beds and paths). The other 25% to be kept clean and tidy and weed free.
17. No trees other than fruit trees & shrubs shall be grown on the Allotment Garden.
18. The Tenant(s) shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
19. The Tenant(s) shall not use synthetic carpet, or similar as weed suppressant unless they are recognised and approved by the horticultural Trade Industry.
20. The Tenant(s) shall not keep any livestock (including cockerels) on the Allotment Garden except for rabbits and hens.
Tenants taking up the tenancy agreement from 1 April 2016 who are existing Tenants and have authorised arrangements will be allowed to retain any authorised arrangements they have with the Town Council.
21. The Tenant(s) shall not use the Allotment Garden for residential purposes.
22. The Tenant(s) shall not operate or allow to be operated by any person any trade or business on the allotment garden or store scrap metal, building materials, logs, or UPVC material or any material or goods not linked directly to growing in an allotment.
23. On all sites main gates to be locked on entering and leaving.

- 24.** Tenant(s) are responsible for their guests while on the Allotment Garden and must be present with the guest on site, unless they have informed the allotment secretary in writing otherwise.
- 25.** The Tenant(s) shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- 26.** The Council reserves the right not to grant an Allotment Tenancy where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent, causing a nuisance, violence, intimidation, or cultivation issue.
- 27.** The Tenant(s) shall keep every hedge that forms part of the inner boundary of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed, and maintained, and keep in repair all fences gates and sheds on the Allotment Garden. Internal fences must not exceed a height of 1 metre of solid structure with no more than 1 additional metre of see through mesh.
- 28.** The Tenant(s) shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens.
- 29.** Any duly authorised representative of the Council shall be entitled upon reasonable notice to enter at anytime and inspect the Allotment Garden.
- 30.** The Tenant(s) shall not lock any access gate between allotment gardens without the prior written permission of the Council to whom a copy of the key will be provided.
- 31.** All shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant(s) unless otherwise expressly provided for by the Council.
- 32.** The Tenant(s) shall not use any water supply, which may be made available for use by the Tenant(s) of allotment gardens, other than for filling butts and containers, prior to distributing their contents on the Allotment Garden. All sheds and poly-tunnels will be fitted with appropriate guttering to allow for water collection. The Tenant(s) accepts that water is an expensive commodity and agree that they will not leave hose pipes unattended. Sprinklers are not to be used in any circumstances whatsoever. If the tenant(s) in the opinion of the Town Council is felt to be wilfully or neglectfully wasting water this could result in the tenant(s) being issued with Notice to Quit. Excessive use of water on any site that cannot be attributed to an individual tenant(s) may result in the Town Council ceasing to provide water on a site.
- 33.** The Town Council reserves the right to remove any authorised tap without notice.

34. The Tenant(s) will not burn anything on the allotment save for horticultural waste only between 1st September and 1st May, with due regard to the prevailing wind direction and with due consideration to neighbouring gardens and properties. Burning of such waste is only permitted if it is within an appropriate container and not an open fire. All risks associated with any such fire are borne by the allotment holder who must be present throughout the duration of the fire.
35. The Tenant(s) shall not without the written consent of the Council erect any building or structure on the Allotment Garden or cause to be parked thereon any vehicle, caravan or mobile home except as permitted by section 12 of the Allotments Act 1950.
36. Application to erect, greenhouses sheds or polytunnels shall be submitted on the Town Council's prescribed form.
37. No building of any greenhouse, shed or polytunnel will take place without approval of the Town Council given by an authorised officer on the prescribed form.
38. Any buildings or permanent structures erected without the Council's permission will amount to a breach of this tenancy agreement and notice to quit may be issued. The cost of removing any such building or structure will be borne by the tenant.
39. The Tenant(s) shall be responsible for the removal of any building or structure on or before the termination of the tenancy.
40. The Tenant(s) shall be responsible for the removal of any building or structure on or before the termination of the tenancy. Failure to comply will result in a charge being made to the retiring tenant by Spennymoor Town Council for the removal/clearing of the plot, unless the new Tenant(s) wants to keep the buildings or structures, which then becomes the new Tenant(s) responsibility.

Town Council Obligations

41. The Town Council are responsible for the maintenance of perimeter boundary fencing and hedgerows, where applicable.
42. The Town Council will grant the tenant(s) the quiet use and enjoyment of their allotment garden provided that the tenant adheres to their obligations under this tenancy agreement.
43. The Town Council will provide water for allotment use only on each site provided that the tenant(s) adhere to their obligations with regard to the use of water as set out in paragraph 32 of this tenancy agreement. In the event that the Town Council decide to withdraw the provision of water on a site under the provisions of paragraph 32 the Town Council will give 7 days' written notice to the tenant(s) by placing a notice of their intention on the main gate or notice board on the site.

44. The Town Council will maintain the roadways and communal footpaths on each allotment site to a reasonable and fit for the purpose standard as determined by the Town Council.

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|----------------|--|---------------------------------|--------------|--|
| Signed: | | First Tenant | Date: | |
| Signed: | | Joint Tenant (If applicable) | Date: | |

Signed and Witnessed for/on behalf of Spennymoor Town Council:

| | | | |
|----------------|--|--------------|--|
| Signed: | | Date: | |
|----------------|--|--------------|--|

Contact Details – First Tenant

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|----------------------|--|-----------------|--|
| Title: | | | |
| First Name: | | Surname: | |
| Address: | | | |
| Post Code: | | | |
| Telephone No: | | | |
| Mobile No: | | | |
| Email: | | | |

Contact Details – Joint Tenant (if applicable)

| | | | |
|----------------------|--|-----------------|--|
| Title: | | | |
| First Name: | | Surname: | |
| Address: | | | |
| Post Code: | | | |
| Telephone No: | | | |
| Mobile No: | | | |
| Email: | | | |