

Dated «DateLet»

The County Council of Durham

- and -

«Tenant»

ALLOTMENT TENANCY AGREEMENT

relating to land situated at

plot number «PlotID» on «SiteName» allotment site

in the County of Durham

AN ALLOTMENT TENANCY AGREEMENT made the **XXXXXXXXXX** of **XXXXXXXXXXXX**, TWO THOUSAND and **XXXXXXX** between:

- (1) THE COUNTY COUNCIL OF DURHAM, (hereinafter referred to as the Landlord), care of the Senior Allotment Officer, Direct Services, Meadowfield Depot, St John's Road, Meadowfield, County Durham, DH7 8XL and
- (2) «Tenant», «Address1» «Address2», «Address3», «Town», «County», «PostCode», «Phone» (hereinafter referred to as the Tenant), of the other part.

WHEREBY IT IS AGREED AS FOLLOWS

1. In this Agreement the expressions below shall have the following meanings:

“the Landlord”	The first party whose name and address is stated in (1) above. Where a site is run on behalf of the Landlord by an Allotment Association under self-management arrangements, the Association is an authorised agent of the Landlord for the purposes of this agreement.
“the Tenant”	The second party whose name and address is stated in (2) above, and who shall be over eighteen years old.
“the Plot”	The land situated at «SiteName» allotment site within the County of Durham and being identified on the plan annexed hereto by being numbered number of allotment in words («PlotID») and verged or coloured red thereon.
“the Rent”	The sum of rent will be determined by the Landlord or, for self-managed sites, by their authorised agent in the Annual General Meeting of the relevant Association. It is payable yearly in advance on the date determined by the Landlord or their authorised agent.
“the Term”	The period from the date of this Agreement terminating on the Rent date set by the Landlord or their authorised agent. The Term will renew annually on the date that the Rent is requested.

2. The Landlord agrees to let and the Tenant agrees to take the Plot **EXCEPT AND RESERVING** into the Landlord and all persons authorised by them the interests, rights and powers and easements specified in the First Schedule to this Agreement for the Term and thereafter continuing from year to year until determined as is hereinafter provided by either party.

TENANT'S OBLIGATIONS

3. **Rent.**
To pay the Rent in full within 40 days of being invoiced or notified of the rent charge by the Landlord or their authorised agent.
4. **Use of land.**
Not to use the Plot for any business or other income generating purposes.
5. **Temporary incapacitation.**
To inform the Landlord or their authorised agent if it will not be possible to maintain the plot in accordance with this agreement including any supplementary clauses for any period exceeding 28 days. Notifications made in accordance with this clause should detail how basic maintenance tasks (for example, caring for animals, controlling weeds, and completing required repairs) will be completed during the period of incapacitation.
6. **Plot boundaries.**
Not to alter or move the fence or similar marking the boundary of the Plot unless approval to do so is given by the Landlord or their authorised agent.
7. **Sub-letting.**
Not to assign, charge, sub-let or part share the possession, occupation or use of the Plot or allow any person to occupy the Plot as a licensee (please see the landlord's co-worker scheme for details of how plots can be passed on to family and friends).
8. **Nuisance.**
Not to cause or permit any nuisance or annoyance to be caused to any other tenant or to the owners or occupiers of any adjoining or neighbouring land / property. Nuisance caused by the Tenant's family, co-workers, plot visitors and animals will be deemed to have been caused by the Tenant.
9. **Criminal activities and aggressive actions.**
Not to commit any criminal offence, or make any threat, or undertake any aggressive act that is linked to the Plot or the wider allotment site and community (this includes acts taking place on the Plot / site or involving other tenants, owners / occupiers of any adjoining or neighbouring land / property, or the Landlord's staff or their authorised agents even if the offences or acts take place elsewhere). Acts of this nature committed by the Tenant's family, co-workers and visitors to the Plot will be deemed to have been caused by the Tenant.

The Landlord also reserves the right to suspend the Tenant's right to access the Plot and site during the investigation into such offences / acts or other offences of a serious nature. If such a suspension is breached by the Tenant, they will be given immediate notice to quit by the Landlord.
10. **Rubbish and reuse materials.**
Not to bring or allow anyone else to bring waste material to the Plot or site except manure and compost in such quantities as may be reasonably required for use in cultivation.

To appropriately deal with any waste material that is generated through permitted activities on the Plot, which could include composting it, removing the waste to an appropriate disposal location, or burning it (but see clause on bonfires / burning rubbish).

To store re-use items in a neat, tidy fashion ensuring that their storage does not prevent compliance with other requirements in this agreement. It is expected that such items will usually be put to use within 12 months and the final decision on whether items are rubbish or for re-use will be the Landlord's or their authorised agent and the Tenant will be served with a notice to quit if they fail to remove such items from the Plot if instructed to do so.

11. Weeds.

To take steps to eradicate pernicious weeds such as ground elder, nettles, brambles or other similar weeds on the Plot and ensure that they do not spread to other plots. When doing this, the use of old carpet as a weed suppressant is strictly prohibited but polythene sheeting or cardboard may be used as a temporary measure provided it is properly secured and removed within 12 months.

When tackling weeds, to report to the Landlord or their authorised agent the presence of any legally notifiable invasive plant or weed (the most commonly found are the Knotweeds – Japanese, Giant, Himalayan and Hybrid; Giant Hogweed; and Himalayan Balsam).

12. Use of chemical sprays or fertilisers.

To ensure chemical sprays, fertilisers or similar are only used when conditions are still and calm and that their use does not adversely affect neighbouring plots or residential properties and land. The use of any such products of similar must be in compliance with the relevant legislation at all times.

13. Vermin.

To ensure that vermin is not attracted to the Plot or the site and to quickly, effectively, and safely deal with any vermin that is on the Plot.

14. Water and wells.

Where one exists, not to interfere with the water system in any way or install additional pipework unless in receipt of written permission from the Landlord or their authorised agent.

Not to dig new wells or ponds on the Plot. Where the Plot has an existing well or pond, to act responsibly in its use to prevent damage and to keep the Landlord or their authorised agent informed of any maintenance that is required.

15. Trees and shrubs.

Not to plant any trees or non-food producing shrubs other than fruit trees / bushes permitted by other clauses within this agreement.

To obtain the written consent of the Landlord prior to cutting or pruning any existing trees on the Plot that exceed 3 meters in height.

16. Vehicles and tyres.

Not to bring or place any vehicle, caravan, trailer, vehicle parts including tyres or similar onto the Plot.

Where vehicle access is provided on the site, to only use that access for loading / unloading purposes and to remove the vehicle from the site when not actively undertaking such a task.

17. Inspection.

If requested, to permit the Landlord or their authorised agent to enter onto the Plot at any time to inspect the state and condition of the Plot or to undertake works.

18. Termination of tenancy.

Upon the termination of a tenancy (either voluntarily or through a notice to quit), to yield up vacant possession of the Plot in a condition equal to or better than when the tenancy started. Where this is not the case, the Landlord or their authorised agent will undertake works to bring the Plot up to that condition (including but not limited to, fence repairs, waste removal, removal of personal possessions, removal of structures, preparation for cultivation, etc) and will charge the Tenant for the costs of doing so. Personal possessions left on the Plot after the termination date will become the property of the Landlord or their authorised agent.

19. Change of address.

To immediately inform the Landlord or their authorised agent of any change of address.

20. Allotment Association membership.

In the case of Plots on a site that is managed by an Allotment Association, to become and remain a member of the Association including comply with their rules and regulations for the duration of this tenancy.

21. Site specific obligations.

To comply with the site-specific obligations set out below.

SUPPLEMENTARY TENANT OBLIGATIONS – SITES DIRECTLY MANAGED BY DURHAM COUNTY COUNCIL / MANAGED BY XXXXXXXXX COMMUNITY GROUP

22. Cultivation.

Except where written authorisation is requested and granted to use a plot solely for keeping animals (see clause 24), to ensure that, subject to any Restrictions on Cropping clause:

- the use of any part of the Plot does not contravene any aspect of this tenancy agreement;
- the grass and weeds on any site paths or tracks that border the Plot are cut back on a regular basis;
- a minimum of 50% of the Plot area is used for the cultivation of fruit, vegetables or show flowers (growing produce in a greenhouse or poly-tunnel qualifies for this purpose); and
- a further 25% of the Plot area is in productive use either growing further produce or for keeping permitted animals;

23. Restrictions on cropping.

To ensure that fruit trees, bushes and plants cover no more than half of the area that must be under cultivation. Where planted, fruit trees and bushes must be of dwarf stock and should be sited at least 1m from any boundary of the Plot and not where they will prevent inspection of the Plot or create a nuisance to others as they grow.

24. Animals and livestock.

To obtain written approval from the Landlord or their managing agent prior to bringing any animals or livestock onto the Plot. Such permission will only be granted for hens, rabbits, ducks, geese and pigeons.

For all animals and livestock brought onto the plot,

- to comply with all relevant legislation (for example, requirements relating to microchipping, passporting and registration);
- to adequately provide for all aspects of the welfare of the animals (in other words, the five freedoms – freedom from hunger and thirst; freedom from discomfort; freedom from pain, injury and disease; freedom from distress and fear; and freedom to express natural behaviour); and
- to ensure that the animals or the manner in which they are being kept is not either prejudicial to health or causing a nuisance.
- to ensure that the part of the Plot used to house the animals is securely and adequately fenced to prevent the animals escaping;
- where permission is granted to solely keep animals on a plot (see clause 22), to ensure that grass and weeds on the Plot are kept short through grazing, mowing or chemical treatment ensure they do not cause a problem to tenants on the site who are cultivating their plots; and
- to ensure that the animals and the housing for them take up no more than 50% of the Plot area and do not interfere with the 50% that must be cultivated;

25. **Dogs.**

Not to keep any dogs on the Plot; however, dogs may be brought to the site during any period that the Tenant is present but:

- no breeding of the dogs is allowed on the Plot;
- they must comply with all relevant legislation (for example, requirements relating to microchipping, the Guard Dogs Act 1975 and the Council's dog control order);
- they must be kept on a lead at all times except when securely contained within the area of the Plot; and
- the Tenant must ensure that any faeces from their dog is removed from the Plot and the wider site.

26. **Beekeeping.**

To seek written permission from the Landlord or their authorised agent prior to introducing a beehive to the Plot. The plot holder should attend a suitable training course in the management of bees.

27. **Hedges and fences.**

Not to store or pile any materials against any of the Plot's fences or hedges and to keep those that form a boundary with other plots in a good state of repair including the regular and proper cutting back of hedges (the Landlord or their authorised agent is responsible for the maintenance of external fences and hedges).

The maximum normal permitted height for internal hedges and fences is 1.5m. This can be increased to 2.0m if required for keeping animals; however, the additional 0.5m must only be constructed of wire or mesh so as to permit the easy inspection of the plot.

Fences should be constructed from wood or metal but not from recycled materials that are not usually used for such purposes (e.g. old garage or household doors, tyres, vehicle bodies, etc). The use of barbed wire and anti-vandal paint is not permitted.

28. **Drainage ditches.**

To ensure all drainage ditches within or bordering the Plot are properly cleaned and maintained on a regular basis.

29. **Bonfires / burning rubbish.**

When burning materials on the plot, to:

- only burn materials generated through activities permitted by this agreement (other material should not be brought to the plot for the purposes of burning);
- ensure the fire is contained in an incinerator bin or similar device and that it is not left unattended;
- not cause a nuisance or danger to other plot holders or neighbouring residents (in being considerate of other people, the Tenant should take into consideration the type of materials they wish to burn, the amount of material to be burnt, the wind direction, the day of the week, the time of day and the frequency at which materials are burnt across the entire site).

30. **Structures – Permission.**
To seek written approval from the Landlord or their authorised agent regarding the design and location of any structure prior to it being erected (the term 'structure' covers sheds, greenhouses, poly-tunnels, cages for produce that will remain in place, and buildings for permitted animals).
31. **Structures – Size and location.**
Not to erect any structure where the lowest point of the roof is more than 2.5 metres above ground level and to only site structures in a position that does not prevent the plot from being inspected and with a gap of at least 0.5m between the walls of the structure and the boundary hedge / fence to allow for the proper maintenance of both.
32. **Structures – Construction.**
To either purchase structures from a commercial garden / allotment manufacturer or to only use new or recycled materials of the following types when constructing them: timber, single pane glazing, horticultural PVC, and roofing felt or corrugated plastic / metal for the roof. Requests to use other materials including UPVC windows and doors will generally be declined. The use of caravans, vehicle bodies and shipping containers in place of purpose-built structures is not permitted. Although not essential, the Landlord strongly encourages all structures to have appropriate guttering installed to allow the capture of rainwater.
33. **Structures – Maintenance.**
To maintain all structure in a good, usable condition using appropriate materials. If the Landlord or their authorised agent is not satisfied with the condition of any structure, it reserves the right to require the Tenant to take action to address those concerns.
34. **Structures – Shed and other storage structures.**
To ensure the size and number of sheds on the Plot does not prevent compliance with other clauses in this agreement and particularly the cultivation clause.
35. **Structures – Greenhouses and poly-tunnels.**
Not to have more than two such buildings on the Plot, which can be two of the same type or one of each. And to ensure they are actively used for cultivation during the main growing season.
36. **Structures – Animal housing / compounds.**
To ensure the size and number of animal housing / compounds on the Plot does not prevent compliance with other clauses in this agreement and particularly the cultivation clause. The exception to this will be where written approval has been requested and granted for the plot to be used for solely keeping animals.
37. **Structures – Compost heaps.**
To ensure and compost heaps or containers do not exceed 2m x 2m x 2m in size, and are sited at the furthest point from any residential property bordering the plot, and are either a manufactured design or are constructed of plain wood and mesh. Prior written permission is not required for installing a compost heap.

38. **Structures – Water containers.**

To install water barrels / tanks on their plots to allow the storage of captured rainwater, if the item used is waste it must be suitable for the purpose and erected within 12 months. Prior written permission is not required for installing a water container.

39. **Removal of structures.**

To remove all structures from the Plot either when they fall into disrepair or on the termination of the tenancy.

If the Tenant wishes to leave a structure on the Plot when terminating, the Landlord or their authorised agent will consult the likely future tenant to establish whether they are willing to accept responsibility for it. In the event that there is no likely future tenant, the Landlord or their authorised agent will inspect the structure and determine whether to allow it to be left.

Oncoming tenants are not obliged to buy structures left on the Plot and a refusal to pay or to pay the requested amount will not change their right to take over the Plot (where the departing tenant is not happy to allow the oncoming tenant to have the structures for free or for the amount offered, they should remove the buildings from the Plot before they terminate).

The Landlord or their authorised agent will remove and dispose of any unsuitable structures left on the Plot without prior agreement and the costs associated with this will be recovered from the terminating Tenant.

LANDLORD'S OBLIGATIONS

40. **Rent.**

The Landlord or their authorised agent will inform the Tenant of any amounts owed as and when those amounts become due.

41. **Rent review.**

Any change to the Rent will be advised by letter from the Landlord or via the elected representatives of the authorised agent at the Annual General Meeting.

42. **Refunds.**

No refund will be given if the Plot is taken up and subsequently vacated during the rent year.

43. **Repairs.**

The Landlord or, where one exists, the authorised agent, will be responsible for the repair and maintenance of plot and site fencing that borders external areas or that borders site tracks / paths including gates in such fencing and of access tracks / paths on the site. The approach to this responsibility and the standard to which items are maintained will be determined by the available budget.

44. **Data protection and privacy.**

Details of the Landlords arrangements for data protection and privacy are set out in a privacy statements available at <http://www.durham.gov.uk/dataprivacy>. The arrangements of the Landlord's authorised agent are available from their elected representatives upon request.

DETERMINATION OF TENANCY

45. The tenancy shall determine:

- a. immediately upon the death of the Tenant; or
- b. by either party giving the other 12 months' previous notice in writing expiring on or before the first day of November in any year (this time period can be reduced with the agreement of both parties); or
- c. by re-entry by the Landlord at any time after giving three months' previous notice in writing to the Tenant on account of the said land being required for purposes other than as an allotment garden or for roads or sewers necessary in connection with any of those purposes; or
- d. by re-entry by the Landlord at any time after giving one month's previous notice in writing to the Tenant:
 - i. if the Rent or any part thereof is in arrears for not less than forty days; or
 - ii. if there has been a breach by the Tenant of any term or condition of the tenancy; or
 - iii. if the Tenant moves outside of the administrative boundary of County Durham; or
 - iv. if the Tenant shall become bankrupt or compound with his creditors.

NOTICES

46. Any notice required to be given by the Landlord to the Tenant may be signed on behalf of the Landlord by the Head of Legal & Democratic Services or such other Officer as the Landlord may from time to time designate. Such notices may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered or recorded delivery letter addressed to there or by fixing the same in some conspicuous manner on the Plot.

Any notice required to be given by the Tenant to the Landlord shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Head of Legal & Democratic Services.

NOTES

47. Any marginal notes to this Agreement shall not form part thereof, unless specifically referred to in any covering letter or previously agreed to by both parties.

THE FIRST SCHEDULE

EXCEPTIONS AND RESERVATIONS

- Right of entry** 1. The right with all necessary machinery equipment vehicle and horses to enter upon the said land or any part or parts thereof for the purposes of exercising any of the rights hereinafter excepted and reserved for the purpose of inspecting the state used and conditions of the said land or any neighbouring land of the Landlords and the making of any necessary tests thereon provided always that the Landlords shall make good all damage caused by or arising from such entry or at their option make reasonable compensation to the Tenant for any damage in consequence of the exercise of the rights hereinafter excepted and reserved.
- Wayleaves** 2. The benefit of all wayleave contracts (whether existing at the date of this Agreement or entered into during the continuance of this tenancy) and all other contracts existing at the date of this Agreement and affecting the said land or any part or parts thereof and all rents and other monies payable thereunder and the power to carry out at the Landlords cost anything required to be done thereunder by the Landlords.
- Right of way** 3. All rights of way (if any) hitherto used or enjoyed across the said land or any part or parts thereof whether by the Landlord or their tenants in respect of other property of the Landlords or otherwise howsoever.
- Planning Permission** 4. Consents under the Town and Country Planning Act for development involving change of use (including use of land for storage, keeping of horses, vehicles and caravans); and/or the erection of new structures (including sheds, greenhouses and poly-tunnels). The tenant shall be responsible for obtaining all such consents as required by the County Council local planning authority. Such consents must be obtained prior to implementation of any works or change of use. (Please refer to the enclosed Allotments and Planning Guidelines)
- Please also note that as Landlords, the Council has the right to refuse any such requests, irrespective of any application for planning permission. (Please read paragraph (10) (a) on page 3).
- Contracts** 5. The Contracts (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply hereto.

THE SECOND SCHEDULE

Subjections

All public and private rights of way and all other easements and agreements (if any) affecting the said land or any part or parts thereof.

The County Council of Durham

SIGNED by: -)
)
)
)
)
)
 Durham County Council.)
 Duly authorised on behalf of the)
 County Council.)
)
)

The Allotment Tenant

I have read and understood the attached terms of this tenancy agreement and have signed below to agree to be bound on these terms.

SIGNED by the said: -) **Please sign your name below ↓**
)
)
 «Tenant»)
)
)

Witnessed in the presence of: -)
 (Print witness name below ↓)) **Witness to sign their name below ↓**
)
 (name of witness)) (signature of witness)
)
)
)

Address of Witness: -.....

.....Postcode.....

In the event that the Tenant wishes to terminate the tenancy of an allotment, they **MUST** inform the Landlord. Under **NO** circumstances may the person giving up the allotment transfer an allotment to another person.