
The County Council of Durham

- and –

.....

ALLOTMENT TENANCY AGREEMENT

relating to land situated at

plot number on allotment site
in the County of Durham

**Colette Longbottom
Head of Legal and Democratic Services
The County Council of Durham
County Hall
Durham
DH1 5UL**



AN ALLOTMENT TENANCY AGREEMENT made the of between:

(1) THE COUNTY COUNCIL OF DURHAM, (hereinafter referred to as the Landlord), care of The Chief Conveyancer, Legal Services, County Hall, Durham, DH1 5UL and

(2) (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 Tenant”	Shall mean the second party whose name and address is stated in (2) above, and who shall be over eighteen years old.
“the Allotment Garden”	Land situated at allotment site within the County of Durham and being identified on the plan annexed hereto by being numbered and verged or coloured red thereon (not exceeding $\frac{1}{3}$ acre) intended to be cultivated by the Tenant for the production of vegetable and fruit crops for consumption by the Tenant and his family (subject to the exceptions and reservations contained in any deed under which the Council hold the Allotment Garden).
“the Rent”	The sum of £..... per plot payable yearly in advance on 1st April, (subject to annual review by one years’ prior notification).
“the Term”	The period from the date of this Agreement terminating on the 31st day of March next following.

2. The Landlord agrees to let and the tenant agrees to take the allotment garden EXCEPT AND RESERVING into the Council 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.

3. TENANT'S OBLIGATIONS - The tenant hereby agrees with the Landlord as follows:

- (1) **To Pay Rent** - to pay rent in advance to the Council without any deduction, (except as provided by law), on the first day of April each year and during the continuation of this tenancy.
- (2) **Use of Land** - to use the said land solely as an allotment garden in accordance with the relevant Allotment Acts, or used for other such recreational purpose as the Council may from time to time agree in writing. Any business use is strictly forbidden.
- (3) **Cultivation** - to keep the said land in good condition and reasonably free from weeds and well maintained in a good state of cultivation, fertility and tidiness, and to keep a pathway or cart-track included therein or abutting thereon, or in the case of any shared pathway or cart-track abutting on the said land and any other allotment garden(s) the half-width thereof, reasonably free from weeds and rubbish. To properly spray, cut or pull up any thistles, ragwort, brambles and any other noxious weeds on the allotment plot/paddock, and to keep the allotment plot/paddock free of moles.
- (4) **Use of Chemical Sprays and Fertilisers** – the tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or neighbouring allotments, and comply at all times with current legislation.
- (5) **Nuisance** - not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used by the Landlords or by the owners or occupiers of any adjoining or neighbouring property.
- (6) **Restriction on Assignment etc.** - not to assign, charge, sub-let or part share the possession, occupation or use of the said land or any part or parts thereof or suffer any person to occupy the said land or any part or parts thereof as a Licensee.
- (7) **Vehicles** – not to bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment, except within a properly authorised and constructed garage if present.
- (8) **Timber** - not without the written consent of the Landlords agent to cut or prune any trees or other timber or to take, sell or carry away any mineral, sand, earth or clay.
- (9) **Hedges, Fences, etc** - to keep every hedge on the boundary of the said land properly cut and trimmed to a maximum height of 1½ metres, and all drainage ditches properly cleansed and maintained, and keep in good repair any existing boundary fences and gates on the said land and not to erect any fence whatsoever sub-dividing the inside of any plot.
- (10) **Buildings etc.-**
 - (a) Not without the written consent of the Landlords to erect, construct, place or lay any buildings, structure or works on the said land or any part or parts thereof provided that consent shall not be unreasonably refused under this clause to the erection of any building reasonably necessary for the keeping

of hens or rabbits, or to the erection of a small (4' x 6' x 7'ht) garden shed or greenhouse. Materials chosen should be neutral in colour and sympathetic to the surroundings.

- (b) Before the expiration, or sooner determination, of this tenancy to take down and remove in an appropriate and responsible manner all buildings and structures other than boundary fences on the said land, making good to the satisfaction of the Landlord's agent all damage caused thereby.
- (11) **Barbed Wire** - not to use barbed wire for or on any existing or new fence on the boundaries of the said land.
- (12) **Restriction on Cropping** - not without the written consent of the Landlord's Allotments Officer to plant any woodland trees or bushes or any crops which require more than two years to mature. Small Fruit trees and bushes will be permitted, along with asparagus beds, rhubarb and similar long-term edible crops.
- (13) **Depositing Refuse** - not to deposit or allow other persons to deposit on the said land any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any refuse or decaying matter in the hedges or ditches adjoining the said land.
- (14) **Dogs** - not to keep dogs on the land, nor to bring or cause to be brought on the said land any dog unless the dog is held on a leash.
- (15) **Restrictions in Keeping Animals** - not without the written consent of the landlord's Allotments Officer to keep any animals, hive bees or livestock of any kind on the said land. This includes such as horses, pigs, sheep, goats, geese, cockerels and similar large animals, but might exclude fowl of most kinds (excepting geese and cockerels) pigeons and caged rabbits, depending on the site location. You must always seek written permission from the Council's Allotments Officer to make sure.
- (16) **Not to Display Advertisements etc.** - not to display or permit to be displayed on the said land, or on any part or parts thereof, any sign, notice, placard, advertisement or writing of any kind whatsoever.
- (17) **Inspection** - to permit the Landlord's Allotment Officer at any time to enter on to the said land to inspect the state and condition thereof.
- (18) **To Yield Up** - to yield up to the Landlord vacant possession of the said land on the determination of this tenancy in a condition consistent with the due performance by the Tenant of the provisions of this Agreement.
- (19) **Change of Address** - that the Tenant shall inform the Landlord's Allotment Officer forthwith of any change of address.

4. Landlords Obligations - The Landlord hereby agrees with the tenant as follows: -

- (1) **Rent Review** - any proposed increase in rent will be advised one year in advance, on a notice enclosed with your annual invoice.

- (2) **Refunds** - that no refund will be given for allotments taken up after the 30th of June in any year, and subsequently cancelled (Part payments). Pro-rata refunds will be given for the remaining full months to the end of March for cancellation by the end of June.
- (3) **Repairs** - the landlord will only be responsible for repairs and maintenance to the boundary fencing, gates and access tracks, taking into account the annual maintenance budget set by the council. This does not include any internal fencing dividing plots, or any hedges at all. The Landlord will also be responsible for land drainage of the site generally, but excluding clearing drainage ditches within or closely abutting the allotment.
- (4) **Rent** - the landlord will provide an annual invoice to the tenant, but full payment is due in April of each year whether or not an invoice is sent or received.
- (5) **Data protection Act** - for allotment management purposes, the landlord will keep a record of each tenants address and contact details both on computer and in paper records, (a copy of this tenancy agreement for instance). Your financial account details will also be held on computer. This information may occasionally be disclosed to third parties for reasons that are compatible with the above purpose e.g. very occasionally we may need to share your information with other departments within the Council, Central Government and its agencies, the Police and Fire Service. None of the information will be released other than as above.

By signing this agreement, you are authorising the Council to store and use this information for the purposes stated above.

5. DETERMINATION OF TENANCY. It is further agreed between the Tenant and the Landlord as follows: -

The tenancy shall determine:

- (a) Immediately upon the death of the tenant.
- (b) By either party giving to the other 12 months' previous notice in writing expiring on or before the first day of April in any year;
- (c) By re-entry by the Landlords 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;
- (d) By re-entry by the Landlords 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 whether legally demanded or not; or
 - ii. If there has been a breach by the Tenant of any term or condition of the tenancy; or
 - iii. If the tenant shall become bankrupt or compound with his creditors.

The landlords shall not be liable to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by the existence of poles or overhead or underground cables, or appliances and all other works edifices and machinery over or within or adjacent to the said land.

6. Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Head of Legal and Democratic Services, or such other Officer as the Council may from time to time designate, and may be served on the tenant either personally, or by leaving it at his last known place of abode, or, by registered or recorded delivery letter addressed to time there, or by fixing the same in some conspicuous manner on the allotment garden comprised in this Agreement. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Head of Legal and Democratic Services or such other Officer as the Council may from time to time designate.

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

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|----------------------------|---|
| Right of | 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 | <p>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)</p> <p>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).</p> |
| Contracts | 5. The Contracts (Rights of Third Parties) Act 1999 is hereby included 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.

In the presence of :-

[illegible]

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 ↓

Witnessed in the presence of: -
(Print witness name below ↓)

$$\begin{array}{c}) \\) \\) \\) \\) \\ \underline{V} \\) \\) \\) \\) \end{array}$$

Witness to sign their name below ↓

Address of Witness: -

.....Postcode.....

In the event of a tenant wishing to terminate the tenancy of an allotment, they **MUST** inform the Council's Allotments Officer. Under **NO** circumstances may the person giving up the allotment transfer an allotment to another person.