

ALLOTMENT TENANCY AGREEMENT

AN ALLOTMENT GARDEN TENANCY made the [Day], [Month], [Year] between:

1. Ponteland Town Council, Unit 1 Meadowfield Court, Meadowfield Industrial Estate, Ponteland, NE20 9SD
2. [tenants-name], [tenants-address] ("the Tenant"),

WHEREBY IT IS AGREED AS FOLLOWS

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

"the Landlord"	Shall mean the entity whose name and address are stated in (1) above"
"the Tenant"	Shall mean the person whose name and address are stated in (2) above, and who shall be over eighteen years old and resident in the Catchment Area. Groups or Organisation tenancies shall be in the name of the Group or Organisation but signed by one person known as the Responsible Person. Joint or shared Tenancies are not permitted.
"the Plot"	Land situated at Prestwick Allotments ("the Allotment Site") within the parish of Ponteland and being identified on the plan annexed hereto by being numbered plot number and verged or coloured red thereon [(not exceeding 250 square metres)].
"the Rent"	The sum of rent will be determined by the Landlord. It is payable yearly in advance on the date determined by the Landlord and is subject to annual review.
"the Term"	The period from the date of this Agreement terminating on the 31 st day of October next following.
"the Catchment Area"	Shall mean the parish of Ponteland
"the Rules"	Shall mean a set of rules to which the Tenant agrees to abide by.
"the Perimeter Fence"	Shall mean the fence bordering the whole allotment site.
"the Boundary Fence"	Shall mean the fence bordering the above stated Plot.

2. AGREEMENT

The Landlord agrees to Let, and the Tenant agrees to take, the Plot for the Term and continuing from year to year until terminated by either party.

3. TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows: -

1. **Payment of Rent** - to pay Rent in advance to the Landlord without any deduction, (except as provided by law), on the date specified by the Landlord each year and during the continuation of this tenancy.
2. **Use of Land** - to use the Plot solely as an Allotment Garden for the growing of vegetable and/or fruit crops and/or flowers for consumption by the Tenant or the Tenant's family in accordance with the relevant Allotment Acts For consumption by the tenants family & friends. (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family). Any business use is strictly forbidden including storing and disposing of materials related to any business or trade.
3. **Restriction on Assignment etc.** – subject to the provisions of Co-Workers, not to assign, charge, sub-let or part share the possession, occupation or use of the said Plot or any part or parts thereof or suffer any person to occupy the said Plot or any part or parts thereof as a Licensee.
4. **Plot and Boundary Fences**– The Tenant must keep in good repair any existing Boundary Fences and gates on the said Plot and not to erect any fence whatsoever sub-dividing the inside of any Plot. Not without the written consent of the Landlord to remove, breach, take down, erect or otherwise any Perimeter Fencing or gates. The Tenant must ensure that the number of the Plot is visibly displayed at all times. The perimeter fencing shall be maintained by the Landlord.
5. **Cultivation** – the Tenant must ensure that:
 - a) the said Plot is kept in good condition and reasonably free from weeds and well maintained in a good state of cultivation, fertility and tidiness, and to maintain any pathway included therein or abutting thereon, or in the case of any shared pathway abutting on the said Plot and any other Plot (s) the half-width thereof, reasonably free from weeds and rubbish.
 - b) on taking over the Plot, the Tenant should liaise with the Landlord if they believe it may not be possible for them to achieve the required levels of cultivation within the first 6 months;
 - c) the Landlord is informed if the Tenant is unable to work the Plot because of illness or any other matter at the earliest opportunity. Where possible the Landlord will try to assist by relaxing the requirements of cultivation; however, this cannot be guaranteed. (This shall not prohibit another person authorised by the tenant from cultivation of the plot for short periods of time when the tenant is incapacitated or on holiday).
6. **Nuisance** - not to cause or permit any nuisance or annoyance to the occupier of any other Plot 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 Landlord or by the owners or occupiers of any adjoining or neighbouring property. Not to access any other Plot unless given permission by only the Tenant of that Plot.
7. **Co-Workers** – the Tenant can request from the Landlord permission to nominate up to two Co-Worker(s) to participate in the cultivation of the said Plot, such request not to be unreasonably refused. The Tenant is responsible for the safety and conduct of Co-Workers. *Clarification – if the tenant is unable to continue with the tenancy for some reason, then the Co-worker would be considered as first in the waiting list to take over the plot if they wish. It is preferable that the co-worker has actively participated in the cultivation of the garden.*
8. **Vehicles** – not to bring or place any vehicle, caravan, trailer or vehicle parts onto the Plot. A trailer can be brought onto the plot to load/unload but should not be kept on site.
9. **Timber, Minerals etc.**- not without the written consent of the Landlord to cut or prune any trees or other timber or to take, sell or carry away any mineral, sand, earth or clay.

- 10. Hedges, Fences, etc** - to keep all existing Boundary Fences or similar between their plot and any other plot in a good state of repair including the regular and proper cutting back of any existing hedges. All boundary fences surrounding the plot on all sides must not be extended in height.
- 11. Buildings etc.**- Not without the written consent of the Landlord to erect, construct, place or lay any buildings, structure or works on the said Plot or any part or parts thereof provided that consent shall not be unreasonably refused under this clause to the erection of a garden shed, greenhouse or polytunnel. Please note sheds should not exceed a floor area of 8m², greenhouses or poly tunnels should cover no more than a quarter of the plot.
- 12. Restriction on Cropping** – not without the written consent of the Landlord to plant any woodland trees or bushes or any crops which require more than two years to mature. Any such trees or bushes must not account for more than 25% of the cultivated area.
- 13. Depositing Refuse** – not to deposit or allow other persons to deposit on the said plot 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. Any manure or compost deposited on the Allotment Site must be moved to the Tenants Plot within a reasonable time (no more than 10 days).
- 14. Dogs** – not to keep dogs on the Land, nor to bring or cause to be brought on the Allotment Site any dog unless the dog is held on a leash and to clear away from the Allotment Site all dog faeces that may arise.
- 15. Fires** – Fires will be allowed but only in a lidded galvanised metal incinerator and must be extinguished before leaving the plot.
- 16. Animals and Livestock** – No animals/livestock including hens and rabbits etc can be kept on the allotments at any time.
- 17. Water supply**, The Tenant can be issued with a water butt from the Landlord on request. This must be left on the Plot when terminating the tenancy. The provision of water will be further considered once the agreement has been implemented.
- 18. Inspection** – to permit the Landlord or their agent at any reasonable time to enter on to the said Plot to inspect the state and condition thereof.
- 19. Indemnity** – to indemnify and keep indemnified the Landlord its officers and servants from and against all costs claims demands proceedings expenses and payments whatsoever that may be made or instituted against them or any of them in relation to the use by the Tenant or the tenant's employees visitors or contractors either directly or indirectly of the Allotment Site and which would not have arisen but for the granting of this tenancy. The Council accepts no liability for damage, loss or injury caused by or to tenants whilst on the Allotment Site. *Clarification- in simple terms if tenants asked someone to do some work on their plot and there was a dispute, the Council as the Landlord cannot get involved.*
- 20. Visitors/Deliveries to site** – make arrangements to meet personally at the entrance of the Allotment Site any persons visiting them or vehicles making deliveries to them on the Allotment Site. In the case of deliveries, it is the Tenant's responsibility to ensure that paths or roadways are not blocked and any such deliveries if deposited on the paths or roadways are removed to the Tenants Plot within a week provided there is no nuisance to other plot holders.
 - a) Any persons and children that accompany the Tenant may not enter onto another Plot without express permission of that Tenant. The Tenant has full responsibility for the actions of children and others entering the allotment site with their permission.
- 21. Change of Address** – that the Tenant shall inform the Landlord forthwith of any change of address and that of any Co-Workers or Associates connected to the Plot.

22. Tenants must comply with all reasonable directions given by the Landlord or person acting on behalf of the Landlord to preserve the Allotment Site from deterioration and of which notice shall be given to the Tenant. *Clarification - this will usually be the Clerk to the Council or someone designated to act on her behalf i.e. another officer of the Council or a PTC contractor.*

4. LANDLORD'S OBLIGATIONS

The Landlord hereby agrees with the Tenant as follows: -

1. **Rent** – the Landlord will inform the Tenant of the annual Rent and full payment is due within one month of being requested, whether or not an invoice is sent or received.
2. **Rent Review** – any proposed change in Rent will be advised 30 days in advance.
3. **Refunds** – that no refund will be given for a Plot taken up and subsequently cancelled or terminations due to disciplinary actions.
4. **Repairs** – the Landlord will only be responsible for repairs and maintenance to the Perimeter Fencing, gates and access tracks, taking into account the annual maintenance budget. This does not include any internal fencing dividing Plots, or any hedges at all.
5. **Outgoings** – the Landlord shall pay all rates, taxes, dues or other assessments which may be at any time levied or charged upon the Allotment Site.
6. **Compensation** – The Landlord 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 Allotment Site.
7. **Access to the Allotment Site** – The Landlord shall have the right to refuse admittance to any person other than the Tenant or Co-Worker or a member of their family or household to the Allotment Site unless accompanied by the Tenant or Co-Worker or a member of their family.
8. **Losses** – the Landlord is not liable for loss by accident, fire, theft or damage of any allotment shed, greenhouse of similar structures or vehicles brought onto the allotment site or tools or contents left in any shed, greenhouse or similar structure or vehicles brought onto the allotment site.
9. **General Data Protection Act (GDPR)** – for allotment management purposes, the Landlord will keep a record of each Tenant's address and contact details both on computer and in paper records, (a copy of this tenancy agreement for instance). The Tenant's 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 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 Landlord 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: -

1. The tenancy shall terminate:
 - a) 3 months following the death of the Tenant; or
 - b) By the Landlord giving to the Tenant 12 months' previous notice in writing expiring at any time between 29 September to 6 April inclusive; or
 - c) 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 14 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; or
- (IV) If the Tenant becomes resident outside the Catchment Area.

2. Tenants may terminate this tenancy by giving the Landlord one month's written notice.

6. NOTICES

Any notice required to be given by the Landlord to the Tenant may be signed on behalf of the Landlord 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 them there, or by fixing the same in some conspicuous manner on the Plot comprised in this Agreement.

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 [or an email] to the Landlord or as the Landlord may from time to time designate.

The Landlord	
SIGNED by: -	
Duly authorised on behalf of a Proper Officer of the Landlord	
The Allotment Tenant	
I have read and understood the attached terms of this Tenancy Agreement and Rules and have signed below to agree to be bound on these terms.	
SIGNED by the said: -	
(Print Tenant name below)	(Please sign your name below)
.....
Witnessed in the presence of: -	
(Print witness name below)	(Witness to sign their name below)
.....
Address of Witness: -.....Post Code.....	
In the event of a Tenant wishing to terminate the tenancy of an Allotment Tenancy Agreement they MUST inform the Landlord. Under NO circumstances may the person giving up the [Plot] [Allotment Garden] transfer [a Plot] [an Allotment Garden] to another person.	

Schedules

These Schedules contain Rules. The Landlord reserves the right to amend, add and delete rules from time to time based on changing legislation and exceptional circumstances.

Wherever possible, these changes will not be retrospective. Tenants will be notified within 14 days of any such changes.

Schedule 1 – Exceptions and Reservations

Right of	1.	The right with all necessary machinery equipment vehicle 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.	<p>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.</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.</p>
Contracts	5.	The Contracts (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply hereto.