

ALLOTMENT AGREEMENT

AN AGREEMENT made the 26th day of July, Two Thousand and Eleven, BETWEEN THE TOWN COUNCIL OF GREAT AYCLIFFE in the County of Durham (in this Agreement called 'the Council') of the one part and....., (in this Agreement called 'the Tenant') of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Council will let and the Tenant will hire from the to the 31st December 2011 and thereafter yearly the Allotment Garden at, numbered on the Council's plan.
2. The rent shall be reviewable on an annual basis and shall be payable in advance in January of each year. The first instalment of or a proportionate part thereof shall be paid on the signing of this Agreement.
3. The Tenant Agrees: -
 - (a) To use the Allotment Garden only for the production of fruit, flowers and vegetables. (That only a defined part of the garden may also be used as a leisure area).
 - (b) Not to use or cultivate the Allotment Garden for the purposes of trade or business or for any other purpose other than as an allotment garden.
 - (c) At all times to keep the Allotment Garden clear of weeds and in a good state of cultivation and fertility. To inform the Council if the Tenant is unable to cultivate all or any part of the garden.
 - (d) Not to cause any nuisance or annoyance to the Council or its other allotment tenants or the tenants of Sedgefield Borough Council or neighbouring householders or obstruct or encroach onto any path set out by the Council for the use of the occupiers of the allotment garden.
 - (e) NOT TO UNDERLET, ASSIGN OR PART WITH THE POSSESSION OF THE ALLOTMENT GARDEN OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.
 - (f) Not without the written consent of the Council to cut or prune any timber or other trees nor to take, sell or carry away any mineral, gravel, sand, top soil or clay.
 - (g) To keep every hedge which forms part of or adjoins the Allotment Garden properly cut and trimmed, keep the paths on or adjoining the Allotment Garden properly cleansed and maintained and keep in good repair and condition all fences, buildings or other structures and any gates on the Allotment Garden.
 - (h) Not without the written consent of the Council to erect any building or other structure on the Allotment Garden and not to use any such building or structure for the garaging of any vehicles.
 - (i) To carry out all reasonable directions which may from time to time be given by the Council by its appropriate officers to preserve the Allotment Garden from deterioration.
 - (j) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Garden nor for a fence adjoining public open space or private property.

- (k) To store only chemicals necessary for gardening purposes on site and stored in the manufacturers' containers. All chemicals must be locked away out of the reach of children. Manufacturer's instructions regarding safety, storage, making, disposal and use must be followed at all times. The Council recommends that organic alternatives should be used whenever possible in preference to chemicals.
- (l) To ensure that all gates to the allotment site are kept locked shut when not in use. To park motor vehicles in approved parking areas where so provided and to operate motor vehicles at an appropriate speed to ensure the safety and tranquillity of the allotment site for users of all ages.
- (m) That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment garden unless accompanied by the Tenant or a member of his family.
- (n) Not to bring or cause to be brought into the allotment site, of which the allotment garden forms part, a dog unless it be held on a leash.
- (o) That any cause or dispute between the Tenant and any other occupier of an allotment garden in the allotment site shall be referred to The Council whose decision shall be final.
- (p) That the Tenant shall yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the rules and agreements herein contained. Allotment holders who have allowed their allotment garden to deteriorate through neglect may be made liable to pay compensation for dilapidation on quitting their garden or on the determination of the agreement.
- (q) Not to deposit or allow other persons to deposit on the allotment garden or on any access road or any part of the allotment site any refuse or decaying matter (except manure or compost in such quantities as may be reasonably required for use in cultivation) or place any matter in hedges, ditches or dykes situated in the allotment site of which the allotment garden forms part or on the adjoining land. All manure brought into any road shall be removed into the allotment within 24 hours of delivery.
- (r) Not to plant any trees without the written consent of the Council.
- (s) No livestock, pigeons or animals of any kind shall be kept in any allotment garden except those specifically designated for that purpose. No bees may be kept on any allotment garden without the written permission of the Council.
- (t) Not to use sprinklers and hosepipes overnight or unsupervised. To comply with temporary hosepipe bans and drought orders as requested.
- (u) The Council reserves the right, by their officers, servants or agents, to enter on the allotment garden, and to inspect the state and nature of cultivation of the garden.

4. **Termination**

The Tenancy of the Allotment Garden hereby granted shall terminate:-

- (a) On the death of the Tenant. (An agreed compensation for growing crops to be paid into the late Tenant's estate by the incoming Tenant).
- (b) By the Council giving to the Tenant twelve months previous notice in writing

expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year.

- (c) By the Tenant giving six months notice in writing expiring on the 31st December in any year.
- (d) By re-entry by the Council at any time after giving three months notice in writing to the Tenant on account of the allotment garden being required.
 - (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - (ii) for building, mining or any industrial purpose or for roads or sewers necessary in connection with any of these purposes.
- (e) By re-entry by the Council 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
 - (ii) if any of the stipulations or rules herein contained in the agreement shall not have been performed by the Tenant, provided that at least three months have elapsed since the commencement of the tenancy.
 - (iii) if the Tenant has become bankrupt or compounded with his creditors.
 - (iv) if the Tenant becomes resident more than one mile outside of the parish boundary.

5. Any notice shall be served on the Tenant either personally or by leaving it at his known place of abode or by letter sent by ordinary post addressed to him there or by fixing the same in some conspicuous manner on the allotment garden.

6. The Council or any person authorised by them may at any time enter the Allotment Garden for the purpose of laying, constructing, repairing or maintaining any pipes, mains, cables or other services over, under or across the land but in so doing shall make fair compensation to the Tenant for any loss of crops which he suffers thereby.

7. On cancellation or determination of the tenancy all equipment sheds and structures must be removed from the allotment garden by the appropriate determination date. Alternately an agreement may be reached with the incoming tenant where appropriate.

AS WITNESS the hands of the parties.

For and on behalf of the
GREAT AYCLIFFE TOWN COUNCIL

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POSITION **Administration Assistant**

Signed by the Tenant