

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

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

AN ALLOTMENT TENANCY AGREEMENT made the **XXXXXXX** of **XXXXXX**, 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.
“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 (not exceeding 1/3 acre) intended to be wholly or mainly cultivated by the Tenant for the production of vegetable and fruit crops for consumption by the Tenant and their family (subject to the exceptions and reservations contained in any deed under which the Landlord hold the Plot).
“the Rent”	The sum of £«TotalRent» per plot payable yearly in advance on 1st November (subject to annual review by 6 months' prior notification).
“the Term”	The period from the date of this Agreement terminating on the 31st day of October next following.

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.

4. Restriction on assignment.

Subject to the provisions on co-workers, the Tenant may not assign, charge, sub-let or part share the possession, occupation or use of the Plot or any part thereof or allow any person to occupy the allotment or any part thereof as a licensee.

5. Use of land.

The Tenant must use the Plot solely as an allotment garden in accordance with the relevant Allotment Acts and this agreement. Any business use is strictly prohibited.

6. Plot boundaries.

The Tenant must not alter or move the fence or similar marking the boundary of the Plot. Any boundary disputes should be referred to the Landlord to determine.

7. Cultivation.

The Tenant must ensure that:

- 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 some form of productive use, which can include being used for housing authorised animals or for the cultivation of more fruit, vegetables or flowers.

There is no requirement for the Tenant to use the final 25% of the Plot area for any particular purpose; however, it must be maintained in a tidy, weed free condition and examples of acceptable uses include for the installation of an authorised storage shed, further housing for authorised animals, the storage of materials, or for general flower beds or a lawn.

In addition, the Tenant is responsible for keeping grass and weeds cut back on half the width of any allotment paths or tracks that border the Plot.

Exceptions to these requirements will only be allowed where prior written approval is granted by the Landlord. 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.

If the Tenant is unable to work the plot as a result of illness or any other matter they must inform the Landlord at the earliest opportunity. Where possible the Landlord will try to assist the Tenant by relaxing the requirements in this cultivation clause; however, this cannot be guaranteed.

8. Restrictions on cropping.

The Tenant may grow any kind of vegetables, show flowers, soft fruit, or herbs; however, fruit trees or bushes must not account for more than 25% of the cultivated area. Where planted, fruit trees and bushes must also be of dwarf stock and they should be sited at least 1m from and boundary of the Plot and not where they will prevent inspection of the Plot or create a nuisance to others as they grow.

9. Animals and livestock.

The Tenant must seek prior written approval if they wish to keep any animals on the Plot. Where permission is granted, the Tenant:

- must 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;
- must ensure that the part of the Plot used to house the animals is securely and adequately fenced to prevent the animals escaping;
- is solely responsible for the welfare of the animals and may be served with a notice to quit if they are prosecuted for a welfare offence or if they fail to address any improvement requirements laid down by the Landlord or the RSPCA; and
- must ensure that the animals or the manner in which they are being kept is not either prejudicial to health or causing a nuisance.

10. Beekeeping.

The Tenant must seek written permission from the Landlord prior to introducing a bee-hive to the Plot and then comply with any requirements laid down by the Landlord.

11. Dogs.

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

- 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.

12. Weeds.

The Tenant must 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.

When tackling weeds, the Tenant should report the presence of any of the following to the Landlord who may be able to assist with clearance:

- Common Ragwort;

- Spear Thistle;
- Creeping or Field Thistle;
- Broad-leaved Dock;
- Curled Dock;
- Japanese Knotweed;
- Giant Hogweed;
- Himalayan Balsam;
- Rhododendron Ponticum;
- New Zealand Pigmyweed.

13. Use of chemical sprays or fertilisers.

The Tenant may use chemical sprays and fertilisers; however, they should only be sprayed when conditions are still and calm. When spraying, the Tenant must comply at all times with current legislation and ensure they do not adversely affect neighbouring plots or residential properties and private land.

14. Hedges, fences, drainage ditches, etc.

The Tenant must 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. The standard maximum permitted height for these is 1.5m. Fence height 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 and any claim resulting from their unauthorised use will be the responsibility of the Tenant. The Tenant must also not store or pile any materials against fences.

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

15. Trees and shrubs.

The Tenant must not plant any trees or non-food producing shrubs other than permitted types of fruit trees / bushes (see restrictions on cropping). The written consent of the Landlord must also be sought prior to cutting or pruning any existing trees on the plot other than fruit trees.

16. Minerals and materials.

The Tenant must not take, sell or carry away any mineral, sand, earth or clay from the Plot or the site.

17. Water and wells.

Where water is supplied to a site, the Tenant must not interfere with the water system in any way or install additional pipe work.

The Tenant is not permitted to dig new wells or ponds on the Plot. Where the Plot has an existing well, the Tenant is expected to act responsibly in its use to prevent damage and to keep the Landlord informed of any maintenance that is required.

18. Buildings and structures.

The Tenant must comply with the attached rules for the erection and maintenance of structures.

19. Vehicles and tyres.

The Tenant must not bring or place any vehicle, caravan, trailer or vehicle parts including tyres onto the Plot.

Although some sites do provide vehicle access, any vehicle brought onto the site should only remain long enough to allow loading and unloading of items to and from the Plot before being returned to a designated car park or the roadside.

The Tenant must not undertake repairs and maintenance activities on vehicles legitimately brought to sites or to roads / tracks bordering sites.

20. Nuisance.

The Tenant must not 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 co-workers, plot visitors (including the Tenant's children) and animals will be deemed to have been caused by the Tenant.

21. Criminal activities and aggressive actions.

If the Tenant, their family or associates are found guilty of a criminal offence that is linked to the Plot or the wider site (i.e. taking place on the site or involving other tenants, neighbouring residents, association representatives or council staff), they will be given immediate notice to quit. The same will apply if there is proven evidence of any threats, violence and or intimidation against other allotment tenants, neighbouring residents, association representatives or council staff.

The Landlord also reserves the right to suspend the Tenant's right to access the Plot and site during the investigation into such offences or other offences of a serious nature. If such a suspension is breached by the Tenant, they will be given immediate notice to quit.

22. Disposal of rubbish and reuse materials.

The Tenant must not 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).

It is the Tenant's responsibility to appropriately deal with any waste material that they generate on the Plot. To do this the Tenant may remove the waste to an appropriate disposal location, burn it (see clause on bonfires / burning rubbish), or compost it. Waste materials put on a compost heap should not include food items or similar materials that will attract vermin.

The Tenant must store re-use items in a neat, tidy fashion and only on the 25% of the Plot that is not in productive use. The final decision on whether items are rubbish or for re-use will be the Landlord's and the Tenant will be served with a notice to quit if they fail to remove such items from the site if instructed to do so.

23. Vermin.

The Tenant must ensure that their activities do not attract vermin to the Plot or the site. Any vermin that are attracted must be dealt with quickly, effectively and safely so as to prevent risk to other plot holders and neighbouring residents.

24. Bonfires / burning rubbish.

The Tenant is permitted to burn materials on the Plot; however, fires must not be left unattended and they must be contained in an incinerator bin or similar device. The Tenant must not bring material to the Plot to burn and the fire must not cause a nuisance or danger to other plot holders or neighbouring residents. In being considerate of other people, the Tenant must take into consideration the type of materials they wish to burn, the amount of material to be burnt, the day of the week, the time of day and the frequency at which materials are burnt across the entire site.

The Landlord reserves the right to put site specific restrictions in place, which may mean that no bonfires are permitted or are only permitted on certain days of the week and / or at certain times of the day. Any such restrictions will be clearly notified to all tenants on the site and must be adhered to.

25. Adverts, etc.

The Tenant must not display or permit to be displayed on the Plot any sign, notice, placard, advertisement or writing of any kind whatsoever.

26. Inspection.

If requested, the Tenant must permit the Landlord's officer, or other appointed agent including Association representatives, to enter onto the Plot at any time to inspect the state and condition of the plot.

27. Termination of tenancy.

Upon the termination of a tenancy (either voluntarily or through a notice to quit) the Tenant must 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 will undertake works to bring the Plot up to that condition (i.e. repairs to fences, removal of waste, 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.

28. Change of address.

The Tenant shall inform the Landlord immediately of any change of address.

LANDLORD'S OBLIGATIONS

29. Rent.

The Landlord will provide an annual invoice to the tenant using the contact details supplied.

30. Rent review.

Any change to the Rent will be advised 6 months in advance.

31. Refunds.

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

32. Repairs.

The Landlord will be responsible for the repair and maintenance of plot and site fencing that borders external areas or that borders sites tracks / paths including gates in such fencing and of access tracks / paths on the site. The Landlord is not bound to maintain such infrastructure to a specified standard and the ability to undertake any such work will be determined by the available budget.

33. 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>.

DETERMINATION OF TENANCY

34. The tenancy shall determine:

- a. Immediately upon the death of the Tenant.
- 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.
- 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.
- 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 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 moves outside of the administrative boundary of County Durham;
or
- iv. if the Tenant shall become bankrupt or compound with his creditors.

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 said land.

NOTICES

- 35. 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 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 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.
- 36. 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.

**RULES ON THE ERECTION AND
MAINTENANCE OF STRUCTURES
ON DURHAM COUNTY COUNCIL ALLOTMENTS**

1. Definition.

The term 'structure' covers sheds, greenhouses, poly-tunnels, buildings for permitted animals, compost heaps and water storage containers. No other types of structure are permitted on Durham County Council allotment sites.

2. Authorisation.

Tenants wishing to erect a new structure on their plot or adapt an existing structure must seek written permission from the Council prior to doing so (except in the case of compost bins and water containers). Such requests should include details of how the proposed construction / adaptations will comply with the rules set out below and would ideally include a drawing or picture of the proposed structure.

3. Siting.

All structures should be sited in a position that does not prevent the plot from being inspected and that leaves the central area for cultivation. Furthermore, a gap of at least 0.5m should be left between the walls of the structure and the boundary hedge / fence to allow for the proper maintenance of both.

4. Construction and maintenance.

All structures should either be purchased from a commercial garden / allotment manufacturer or be self constructed using new or recycled materials of the following types: 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 Council strongly encourages all structures to have appropriate guttering installed to allow the capture of rain water.

Structures must be maintained in a good, usable condition using appropriate materials. If the Council is not satisfied with the condition of any structure it reserves the right to require the Tenant to take action to address those concerns. The Council's decision on such matters will be final.

5. Sheds.

There can be a maximum of one shed on each allotment plot, which must be contained on the 25% of the plot not designated for productive use. The lowest point of the shed roof must be no more than 2.5m above ground level.

6. **Greenhouses and poly-tunnels.**

There can be a maximum of one greenhouse and one poly-tunnel on each allotment plot and the lowest point of their roof must be no more than 2.5m above ground level. All greenhouses and poly-tunnels must be used for active cultivation and any not being used for this must be removed from the plot.

7. **Animal housing / compounds.**

There is no limit on the number of these that can be on a plot; however, they must not be located on the 50% of the plot that is designated for cultivation. The lowest point of the roof of all such structures must be no more than 2.5m above ground level.

8. **Compost heaps.**

The Tenant is permitted to install compost containers on their plots. Such containers should not exceed 2m x 2m x 2m in size, should be sited at the furthest point from any residential property bordering the plot and must either be of a manufactured design or be constructed of wood and mesh. Prior written permission is not required for installing a compost heap.

9. **Water containers.**

The Tenant is permitted to install water barrels / tanks on their plots to allow the storage of captured rain water; however, the use of old baths, sinks and toilet bowls or similar is not permitted. Prior written permission is not required for installing a water container.

10. **Removal of structures.**

The Tenant is responsible for removing 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 their plot when terminating, the Council 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 Council will inspect the structure and determine whether to allow it to be left on the plot.

The Council will remove and dispose of any structure left on the plot without the prior agreement of the future tenant or the Council. The costs associated with this will be recovered from the tenant that left the structure.

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