

AGREEMENT FOR LETTING OF AN ALLOTMENT
ALLOTMENTS OWNED OR LEASED BY PRUDHOE TOWN COUNCIL

This Agreement is made pursuant to the Management Agreement currently in force between Prudhoe Town Council (“the Council”) and Prudhoe Gardeners Association (“the Association”) and where relevant is governed by that Agreement. The Association is responsible for the letting of Allotment Gardens on behalf of the Council.

This Agreement (“the Agreement”) is made on

Between (1) _____ (duly appointed officer of the Association)

And (2) _____ (the Tenant)

Of _____ (address)

Now it is AGREED as follows

1. Interpretation

1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.

1.2 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

1.3 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

2.1 **On behalf of Prudhoe Town Council the Association** agrees to let and the Tenant agrees to take all that piece of land situated at

_____ (“the Allotment Site”) numbered _____ on the allotment plan and containing approximately _____ square metres (“the Allotment Garden”).

3. Tenancy and Rent

3.1 The Allotment Garden shall be held on a yearly tenancy from _____ at an annual rent of £ _____ which is payable to the Council by the Tenant on the 31 March each year (“the Rent Day”).

3.2 The Council shall give the Association 12 months' notice of any rent increase in _____ of the preceding year to take effect the following year **and the Association shall in turn give the tenant similar notice of any rent increase.**

3.3 Water supply shall be included in the rental charge.

3.4 Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

4. Rents and Taxes

4.1 The Council will pay all rates and taxes **due in relation to any other lease relating to the allotment site.**

5. Cultivation and Use

5.1 The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards e.g. broken glass or scrap metal etc. and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

5.2 The Tenant may not carry on any trade or business from the Allotment Site. A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.

5.3 The Tenant shall have at least one-quarter of the Allotment Garden under cultivation of crops after three months and at least two-thirds of the Allotment Garden under cultivation of crops after twelve months and thereafter.

5.4 The maximum amount of the Allotment Garden allowed to be hard landscaped (for example, as patio, internal paths, etc) is one-fifth.

6. Prohibition on Under-letting

6.1 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. 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 by illness or is on holiday, the site representative to be informed of the other person's name, **their address and a contact telephone number for them.**

7. Conduct

7.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

7.2 The Tenant must comply with the conditions of use attached as Schedule 1.

7.3 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

7.4 The Allotment Garden may not be used for any illegal purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

7.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

7.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

7.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

8. Lease Terms

8.1 The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease or conveyance under which the Council holds the Allotment Site.

9. Termination of Tenancy

9.1 The Tenancy of the Allotment Garden shall terminate

9.1.1 Automatically on the Rent Day next after the death of the Tenant, or

9.1.2 By either the **Association on behalf of the Council** or the Tenant giving to the other at least twelve months' notice in writing expiring on or before 6 April or on or after 29 September in any year, or

9.1.3 By entry by the Council after three months previous notice in writing to the Tenant on account of the Allotment Garden being required:

9.1.3.1 For building, mining, or any industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

9.1.3.2 For any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

9.1.4 By re-entry if the rent is in arrears for not less than forty days, or

9.1.5 By re-entry if the Tenant is not duly observing the conditions of his tenancy, or

9.1.6 **By the Association on behalf of the Council** giving the Tenant at least one month's notice in writing if, not less than three months after the commencement of this Agreement, it appears to the **Association that the tenant** is resident more than one mile out of the parish.

9.2 In the event of the termination of the tenancy the Tenant shall return to the **Association** any property (keys, etc) made available to him during the tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the **Association** the plot has not been left in a satisfactory condition, any work carried out by the

Association or the Council to return the plot to a satisfactory condition shall be charged to the Tenant (Section 4 of Allotments Act 1950).

10. Change of Address

10.1 The Tenant must immediately inform the **Association** of any change of address.

11. Notices

11.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

11.2 Any notice served on the Tenant should be delivered at or sent to his last known home address. Any notice served on **the Association** should be sent to the **secretary of the association**

11.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4 A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Signed for / on behalf of Prudhoe Gardiners Association

(In all cases, names should be printed and signed)

In the presence of:

Signed by the Tenant:

In the presence of:

SCHEDULE 1

Conditions of Use for Allotments

1. Trees

1.1 The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.

1.2 The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

2. Hedges and Paths

2.1 The Tenant shall keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well-maintained up to the nearest half-width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.

2.2 The Tenant shall not use any barbed or razor wire or similar for a fence adjoining any path on the Allotment Site.

2.3 Public paths and haulage ways (roads) must be kept clear at all times.

2.4 All paths must be kept a minimum of 45 centimetres wide.

3. Security

3.1 The Tenant shall be issued with a key to access the Allotment Site either by car or on foot. No replica keys may be made. The key shall not be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.

3.2 The key is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.3 Main access gates shall be closed and locked at all times. The Tenant is responsible for ensuring that the gate is locked at all times when entering and leaving the Allotment Site.

4. Inspection

4.1 **An officer of the Association or the Council** may enter allotment gardens to inspect the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually convenient time.

5. Water, Hoses, and Fires

5.1 The Tenant shall practice sensible water conservation, utilise cover water butts on sheds, **polytunnels** and other buildings, and shall consider mulching as a water conservation practice.

5.2 The Tenant shall have consideration at all times for other tenants when extracting water from water points.

5.3 Fires are permitted for the burning of non-hazardous materials from the Allotment Garden only i.e. diseased plants and dried-out organic material at times as advised in separate guidance issued by the Association with the approval of the Council. Fires must be attended at all times and must not cause a nuisance to neighbouring residents or other plot holders. Fires must be fully extinguished before leaving the site. The tenant shall not bring or allow to be brought onto the Allotment Site any materials for the purpose of burning such waste.

6. Dogs

6.1 The Tenant shall not bring or cause or allow to be brought onto the Allotment Site a dog unless it is at all times held on a leash, and remains on the Tenant's Allotment Garden only. Faeces are to be removed and disposed of offsite by the Tenant.

7. Livestock

7.1 Save with the prior written consent of the **Association in consultation with the Council**, the Tenant shall not keep any animals or livestock on the Allotment Garden save for rabbits or hens to the extent permitted by Section 12 Allotments Act 1950. Cockerels may not be kept on the Allotment Site. Such animals or livestock may not be kept for trade or business purposes and shall be limited in number as provided for in separate rules issued by the Association with the approval of the Council.

7.2 Animals or livestock must be kept in such a way that they do not constitute a health hazard or cause a nuisance.

8. Buildings and Structures

8.1 The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Site, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and position of which shall be determined by the **Association**. The Tenant may also require permission from the Planning Authority.

8.2 Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures.

8.3 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the **Association**.

8.4 Oil, fuel, lubricants or other flammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

8.5 The **Association and the Council** shall not be responsible for loss by accident, fire, theft, or damage from the Allotment Garden. All property, equipment, materials,

fixtures and fittings brought onto the site by the Tenant remain the responsibility of the Tenant and are kept, stored and used at the Tenant's risk.

9. General

9.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or decaying matter (except for manure and compost in such quantities as may reasonably be required for use in cultivation) or place any such matter in the hedges or ditches in or surrounding the Allotment Site.

9.2 The Tenant must cover any manure or compost on the Allotment Garden which has not been dug in.

9.3 All non-compostable waste shall be removed from the Allotment Site and disposed of by the Tenant.

9.4 The Tenant shall not utilise carpets or underlay on the Allotment Garden **for weed suppressant purposes.**

10. Chemicals, Pests, Diseases, and Vermin

10.0 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

10.2 When using any sprays or fertilisers the Tenant must

10.2.1 Take all reasonable care to ensure that adjoining hedges, trees, and crops are not adversely affected and must make good or re-plant as necessary should any damage occur, and

10.2.2 So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds or other wildlife, other than vermin or pests, and

10.2.3 Comply at all times with current regulations on the use of all such chemicals.

10.3 The use and storage of chemicals must be in compliance with all relevant legislation.

10.4 Any incidence of vermin on the Allotment Site must be reported to the Council.

11. Notices

11.1 The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure that it is visible at all times.

11.2 The Tenant shall not erect any notice or advertisement on the Allotment Site without the prior consent of **the Association in consultation with the Council.**

12. Car Parking

12.1 Only the Tenant or persons acting for or on their behalf shall be permitted to bring vehicles onto the site and all vehicles must be parked in the areas designated for parking shown on the allotment plan and shall not cause an obstruction of haulage or passage ways at any time.