

AN AGREEMENT operating from the 1<sup>st</sup> day of February 2014 BETWEEN THE ALNWICK TOWN COUNCIL of Cemetery Lodge Office, South Road, ALNWICK NORTHUMBERLAND ('the Council') of the one part and  
of  
ALNWICK, NORTHUMBERLAND ('the Tenant') of the other part.

WHEREBY the Council lets the Tenant take the Allotment Garden (hereinafter called 'the Allotment') numbered \_\_\_\_\_ in the Council's allotment register being part of the Allotments provided by the Council at St JAMES ALNWICK upon the terms and conditions following, namely:-

1. The tenancy shall be terminable by either party giving to the other not less than six months' notice in writing in any year.
2. The rent year runs from the 1st January to 31st December. Tenants taking up any an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
3. The rent shall be the sum of £ \_\_\_\_\_ payable in advance. The Council may resolve from time to time to increase the rent.
4. The tenant must pay the invoiced rent within 28 days of the due date.
5. Within the first three months the tenant is within a probationary period. If the tenant chooses to return the allotment to the council during this period the tenant will have rental returned. If the tenant undertakes no significant work to a plot within the first three months of receiving the plot then the tenancy may be terminated and the plot returned to council for re-letting.
6. A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3 month probationary period.
7. New tenants will be responsible for recording initial plot condition and notifying the council of any breaches of this agreement at the time of accepting the tenancy.
8. Rent may increase at any time provided the council takes reasonable steps to give at least one month's notice in writing. Failure to give notice to any individual tenant will not invalidate the tenant's rent increase.
9. The tenant shall reside within the Parish of Alnwick during the continuance of the tenancy.
10. The tenant hereby agrees with the Council as follows:-
  - a) The tenant will not assign, sublet or part with the possession or control of all of any part of the Allotment. (The tenant may share cultivation by registering a co-worker, at the discretion of the Council. Co-workers must sign an agreement, countersigned by the tenant and sent to the council. They will use the allotment only as an allotment garden and for no other purpose.
  - b) They will keep the allotment clean and maintained in a good state of cultivation and fertility throughout the year. The whole plot must be kept tidy and safe at all times.
  - c) All trees and bushes on the tenant's plot over the absolute height of 2.5 metres (or 8 feet) in height are in breach of allotment rules and will lead to a notice and possible termination. Tenants must not plant any trees which will exceed an absolute height of 2.5 metres (or 8 feet) and/or allow self-seeded trees to grow on their allotment, including any that are growing through perimeter fencing. Fruit trees are permitted but tenants who have fruit trees that have grown above 2.5 metres will be instructed to prune trees to an acceptable height. Invasive plants such as Bamboo and fast growing conifers are not permitted. If the invasive plants are not removed by the tenant then the tenancy may be terminated and plants removed at cost to the tenant.
  - d) Where water supplies are provided sprinklers are prohibited. Hose pipes may be used to water directly if hand held or to fill water butts, provided this does not prevent other tenants having access to water supplies. Water supply is subject to season restrictions and hosepipe bans. Any form of unattended mains connected irrigation - be it open hose flood irrigation or seep hose irrigation - is forbidden and will lead to notice of termination. All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. Any tenant who uses excessive quantities of water, or who is seen to consistently monopolize the water supply to the detriment of fellow tenants, will be put on notice.

e) Fires are permitted for the burning of untreated or unpainted woody waste only. Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution. All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials may lead to termination and recovery of removal costs. The council reserves the right to prohibit bonfires on a specific plot and/or group of plots. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990.

f) Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to instruct the council to take away waste left on site within the first month of taking a plot. The new tenant should also report any potential polluting materials on site when they take on the plot. Waste from external sources may not be deposited on the allotment or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.

g) Construction materials, paving and timber for infrastructure work must be used within 12 months. Quantities in excess of the above will be regarded as unacceptable and the tenant ordered to remove them. The bringing on site and use of polluting and hazardous materials such as asbestos shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution. The bringing on site and use of rubble and hardcore is prohibited. The bringing on site of other materials not relating to crop production or temporary construction is prohibited. Bringing such materials on site will result in a notice and possible termination. Storage of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution. The use of barbed or razor wire is strongly discouraged and tenants who use either do so at their own risk. In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.

h) Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the council.

i) Dogs must not be kept on the allotment. Any dogs brought onto allotments or any part of the site must be held securely on a short leash or otherwise restrained at all times. Tenants who fail to keep dogs on leads will receive a notice. Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.

j) No livestock, animals or poultry may be kept overnight upon the Allotment. Bees may be kept with the written permission of the Council. The burial of any pets or animals on any allotment land is strictly forbidden.

k) Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. Any structures shall not be made from hazardous materials (e.g. asbestos). All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand. The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow concrete and brick footings will be allowed for a shed or glass house. The use of glass bottles for any form of construction or raised bed is forbidden. If the council is not satisfied with the state of the structure or considers it to be hazardous, the tenant must either repair it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal.

Tenants must seek written permission for all sheds and greenhouses.

l) Tenants have a duty of care to everyone, including visitors, trespassers and themselves. Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times. Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

- m) All tenants and authorised persons must close any gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.
- n) Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site. The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately. The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible. Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.
- o) Tenants must keep all hedges on their plot neatly trimmed and in good order. They should be kept to a height of around 2 metres with an absolute maximum height of 2.5 metres (8 feet). Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access. The council may remove overgrown hedges if they obstruct access. Tenants should avoid, wherever possible, cutting back hedges during the bird nesting season, which runs from 1st March - 1st September.
- p) Paths within allotments must be maintained in a tidy condition. Shared paths between two allotments must be maintained. Paths must be kept clear of obstructions at all times. All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- q) Motor vehicles may not be parked overnight or deposited on the allotment.
- r) Caravans and live-in vehicles are not permitted on any allotment land. Overnight erection of tents and other temporary structures, as well as overnight camping, are not allowed on allotment. Tenants may not use their allotment as a place of residence and/or sleep overnight.
- s) Ponds are not permitted without the written permission of the council.
- t) The tenant may not without first obtaining the written consent of the council lop or fell any trees or cut down any hedge growing outside of their own Allotment.
- u) Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business. The allotments and site or any structures thereon may not be used for any illegal or anti-social purpose. Tenants found to have committed an illegal act will be subject to immediate tenancy termination.
- v) Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified. No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to an others property will be grounds for immediate termination of tenancy and possible prosecution.
- w) At all reasonable times the tenant permits the inspection of the allotment by any duly authorised officer of the Council.
- x) The tenant will immediately inform the council, in writing, of changes of address. If a tenant moves to an address outside of the boundary of the parish of Alnwick they may have their tenancy terminated.
- y) On termination, the tenant agrees to leave the Allotment in good order and condition. The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council will dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.
11. The Council hereby agrees to pay the rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment. The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment.
12. The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination. The council also reserves the right to clear overgrown plots

that are currently tenanted and are causing a nuisance. The tenant will be charged the full cost on each occasion that this occurs.

13. In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties.

14. The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment.

15. The Tenant meeting the conditions of the agreement may quietly hold and enjoy the Allotment during the tenancy without any interference by the Council or its officers.

16. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of the Agreement (or as notified to the council under these rules), or placed on the plot.

17. Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future. Failure to observe rules will lead to tenants being put on written notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy. Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site. Rules will be posted online on the council website and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters.

18. Tenancy termination. The council may terminate allotment tenancies in any of the following ways:

a) By giving 6 months written notice to quit.

b) At any time after three calendar months' written notice by the council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult tenants and arrange relocation.

c) By giving one month's written notice to quit if:

1. The rent is in arrears for 28 days or more (whether formally demanded or not); or

2. The tenant is in breach of any of these rules or of their tenancy agreement; or

d) Automatically on the death of the named tenant.

Signed

Clerk of the Council

Date

Tenant

Date

Alnwick Town Council, Cemetery Lodge, South Road, Alnwick, Northumberland, NE66 2PH  
[clerk@alwicktowncouncil.co.uk](mailto:clerk@alwicktowncouncil.co.uk)