

Barnard Castle Town Council

TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS

(For domestic cultivation only)

THIS AGREEMENT made on this **01 DAY OF APRIL TWO THOUSAND AND TWENTY TWO BETWEEN the Barnard Castle Town Council** (hereinafter called the Council),, . and, . (hereinafter called the Tenants) by which it is agreed that:

- 1: The Council agrees to let and the Tenants agree to hire, as tenants from **1 April 2022** the Allotment, the area being Allotment Gardens and part of the Allotments provided by the Council atsite and at the current rent of **£48.00** and numbered in the Council Allotment Register.
- 2: **The rent shall be paid on 01 April 2022 until 31 March 2023** and shall be for a period of 12 months.
- 2: a) The rent will be reviewed on a yearly basis. A new Tenancy Agreement and set of Allotment Rules will be sent to existing Tenants for signature in late March of each year. This will be accompanied by a letter requesting rental payment due for the year commencing 1 April, together with details of any proposed increase for the following year. The rent will become payable from 1 April in each year. If rental payment and/or a signed Tenancy Agreement is not paid/received by 1 May in that year, a reminder will be sent. If the arrears payment and/or signed Tenancy Agreement is not paid/received by 1 June of that year, the Tenancy will be terminated (see paragraph 4(b)(i)).
- 2: b) If the Tenant takes over an Allotment Garden part way through the year, it will be at the discretion of the Town Clerk as to whether a proportionate part of the annual rent should be paid. The outgoing and incoming tenants may wish to reach an agreement in respect of payment for the transfer of growing crops. There will be no refund of rental payment made.
- 2: c) All new Tenants will be issued with a Tenancy Agreement/Allotment Rules along with a letter outlining details of any rental payment that may be due. If rental payment and/or the Tenancy Agreement is not received within 28 days from the date of the Agreement, a reminder letter will be sent. If the arrears payment and/or signed Tenancy Agreement are not received within a further 28 day period, the Tenancy will be terminated with immediate effect.
- 3: If the Tenant wishes to terminate the Tenancy, the Town Clerk should be informed in writing of the Tenant's intentions, together with a prospective termination date.
- 3: a) The Tenant must advise the Council in writing of any changes in address or contact details.
- 4: The Tenancy will automatically be terminated on the death of the Tenant (unless the Tenancy Agreement is in joint names).
- 4: a) The Council reserves the right to terminate the Tenancy, by issuing the appropriate written notice, in the following cases:-
 - (i) if an arrears payment and/or signed Tenancy Agreement is not paid/received by 1 June (see paragraph 2a. above), with all personal property to be removed from the Allotment Garden immediately;

- (ii) if any part of the Tenancy Agreement is contravened and/or if the Allotment Rules are not adhered to and the Council's Allotment Tenancy Agreement/Allotment Rules Contravention Procedure has reached the Final Inspection stage and no acceptable explanation, or rectification of the problem(s) is not given or effected, a Notice to Quit will be issued and the Tenancy will be terminated, with all personal property to be removed;
 - (iii) unsuccessful completion of a new tenant probationary appraisal (Allotment Rule 10 refers);
 - (iv) trespass by a Tenant on any neighbouring allotment and any resultant damage/theft of any property; and
 - (v) if the Council decides that it wishes to use the Allotment Garden for purposes other than allotment use, twelve months' notice in writing will be given to the Tenant regarding the termination of the Tenancy, provided that notice is issued on or before 6 April or on or after 29 September in any year.
- 4: b) Compensation for growing crops or sheds may be agreed by the incoming Tenant for the outgoing Tenant or into a late Tenant's estate.
- 5: The Tenant agrees:-
- 5: a) To use at least three-quarters (75%) of the Allotment Garden for the production of soft fruit and vegetables (for consumption by themselves and their family) and flowers.
 - 5: 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.
 - 5: c) Not to sub-let or sell any part of the Allotment Garden.
 - 5: d) At all times to keep the Allotment Garden tidy and clear of weeds and in a good state of cultivation and fertility. To inform the Council in writing if the Tenant is unable to cultivate all or any part of the garden.
 - 5: e) To keep every hedge which forms part of and borders onto the Allotment Garden boundary properly cut and trimmed, keep paths and verges on or adjoining the Allotment Garden free from weeds and properly maintained and keep in good repair and condition all fences, buildings or other structures and any gates on the Allotment Garden. To remove any self-seeded trees before they become established. Any fencing that is erected should be no more than a maximum of 4 feet high (1.22 metres).
 - 5: f) To obtain written consent from the Council for the erection of any sheds (for the storage of garden equipment), polytunnels and greenhouses and to adhere to the conditions set out in the Council's Allotment Rules, Rule 9.
 - 5: g) Not to trespass or cause any nuisance or annoyance to the Council or its other Allotment Tenants or neighbouring householders or obstruct or encroach onto any path set out by the Council for the use of all occupiers of the Allotment Gardens.
 - 5: h) Not without the prior written consent of the Council, to cut or prune any timber or established trees, nor to take, sell or carry away any mineral, gravel, sand, top-soil or clay.
 - 5: i) Not without the prior written consent of the Council, to plant any trees or bushes or any crops which require more than twelve months to mature.
 - 5: 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 Gardens, nor for a fence adjoining public open space or private property.

- 5: k) To adhere to the conditions set out in the Council's Allotment Rules, Rule 6 in respect of the keeping of hens (not cockerels) and bees.
- 5: l) To not build a pond without the prior written consent of the Council.
- 5: m) To observe a 'duty of care' to protect the health of humans, creatures and plants, to safeguard the environment and avoid the pollution of water when using or storing any chemicals necessary for gardening purposes. To ensure that items are stored in manufacturers' containers, are sealed properly, disposed of appropriately and locked away out of the reach of children. To try, where possible, to use organic alternatives in preference to chemicals.
- 5: n) To minimise pest and rodent infestation by taking necessary precautions and to inform the Council only if a problem persists.
- 5: o) To adhere to the conditions set out in the Council's Allotment Rules, Rule 7 in respect of bonfires.
- 5: p) 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.
- 5: q) To report to the Council any malfunctions or leakages, not to make any illegal connections to the mains water supply. To comply with temporary hosepipe bans and drought orders as required and to adhere to the conditions set out in the Council's Allotment Rules, Rule 12.
- 5: r) To comply with any health and safety instructions or recommendations within the Tenancy Agreement/ Allotment Rules and to exercise a 'duty of care' towards the safety of themselves and visitors to the Allotment Garden, particularly in the case of children. To report all health and safety concerns to the Council as soon as they occur.
- 5: s) Any dog that is brought onto the allotment site must be on a leash whilst on the main paths and then secured within the garden. All dog faeces must be removed and disposed of in an appropriate bin. Periods of significant barking causing nuisance to neighbouring tenants or perceived aggression causing alarm are not acceptable.
- 5: t) Not to erect any notice or advertisement on the Allotment Garden.
- 5: u) To note that the Council has 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/her family.
- 5: v) To note that any cause of dispute between the Tenant and any other occupier of an Allotment Garden within the allotment site shall be referred to the Town Clerk whose decision shall be final.
- 5: w) To note that the Council reserves the right for its officers or agents to enter onto the Allotment Garden to inspect the condition and nature of cultivation of the Garden.
- 5: x) To allow the Council or any person authorised by the Council to enter the Allotment Garden at any time 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, the Council will make fair compensation to the Tenant for any loss of crops which is thereby suffered.

- 5: y) To observe and carry out any special condition which the Council considers necessary to preserve the Allotment Garden from deterioration and to protect other Tenants. To note that failure to comply with any special condition imposed will result in the Tenant having to pay for any clearance/rectification work deemed necessary to restore the Allotment Garden to an acceptable condition.
- 5: z) To note that any notice required to be given to the Tenant shall be duly given if sent by post in a prepaid letter addressed to the Tenant at the last known address or fixed in some conspicuous manner to the Allotment Garden.
- 5: aa) On termination of the tenancy, to remove all equipment, sheds, structures and rubbish from the Allotment Garden by a date agreed with the Town Clerk. Alternatively, where appropriate, the Council and its Officers will assist in reaching an agreement with an incoming tenant. Failure to comply with the agreed timescale will result in either the Council disposing of items in an 'appropriate manner' or, in the case of the removal of rubbish, the Council will seek compensation from the outgoing tenant for any costs incurred

Any notice or correspondence to the Council must be addressed to The Town Clerk, Barnard Castle Town Council, Woodleigh, Flatts Road, Barnard Castle, DL12 8AA.

AS WITNESS the hands of the parties hereto the day and year first before written

**For and on behalf of
Barnard Castle Town Council**



**Barnard Castle
Town Council**

Signature

Print Name: Martin Clark **Position:** Town Clerk

Date: 01 April 2022

Signature of First Tenant

Print Name Date

Signature of Second Tenant

Print Name Date

Data Protection Statement

Barnard Castle Town Council will hold and process tenants' personal data only for the purposes of administering the allotment service and will not pass personal data to any other organisation.