



## **TENANCY AGREEMENT FOR ALLOTMENT HOLDERS**

**THIS AGREEMENT** is made on the .....

**BETWEEN:**

- (1) **CONONLEY PARISH COUNCIL**, whose registered office is Cononley Village Institute, Main Street, Cononley, North Yorkshire. BD20 8NT and whose email address is: [cononleypc@gmail.com](mailto:cononleypc@gmail.com) (the "Council"); and
- (2) ....., whose home address is ....., whose email address is ..... and whose contact telephone number is... (the "Tenant").

**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 of the Tenant will be the 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.
- 1.4. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and also include any subordinate legislation made under that statute or provision.

**2. Letting of Allotment Garden**

- 2.1. The Council agrees to let and the Tenant agrees to hold as tenant all that piece of land located at Field Number ..... off ..... (the "Allotment Site") numbered ..... in the Council's allotment register (the "Allotment Garden").

**3. Tenancy and Rent**

- 3.1. The Tenant must be at least 18 years old and must, for the duration of this Agreement, reside within the parish of Cononley.

3.2. The Allotment Garden shall be held on a yearly tenancy commencing on ..... (the “**Start Date**”) and thereafter from year to year unless and until terminated in accordance with the terms of this Agreement.

3.3. Subject to clause 3.5, the annual rent shall be held £..... (the “**Annual Rent**”).

3.4. The Tenant shall pay the Council the Annual Rent on or before the Start Date and thereafter on or before the second day of February (the “**Rent Day**”) in each subsequent year, via bank transfer or standing order to such account as the Council may notify the Tenant.

3.5. In the period between the Start Date and the next Rent Day:

3.5.1. If the Start Date is between 2 February and 30 June, the full Annual Rent shall be payable;

3.5.2. If the Start Date is between 1 July and 1 February, only half of the Annual Rent shall be payable.

3.6. Subject to the Council giving the Tenant at least 12 months’ notice, the Council may increase the annual rent at any time in its sole discretion.

#### **4. Cultivation and Use**

4.1. The Tenant shall use the Allotment Garden as an allotment garden as defined by the Allotments Act 1922, that is to say wholly or mainly for the production of vegetable, fruit and/or flower crops for the consumption by the Tenant and their family.

4.2. Within 12 months after the commencement of this tenancy and thereafter:

4.2.1. the Tenant shall ensure that brambles, noxious plants, equisetum and similar are kept under control and do not become well established.

4.2.2. the Tenant shall have the Allotment Garden in a good state of cultivation, so that at least 50% of the Allotment Garden is under cultivation of vegetable, fruit and/or flower crops (including wild flowers not prohibited under clause 4.2.1). For the purposes of this Agreement, the following shall also constitute “cultivation”:

4.2.2.1. the growing of green manure;

4.2.2.2. outside of the growing season, areas that are dug over in preparation for planting;

4.3. The Tenant may not carry on any trade or business from the Allotment Site, provided always that a small amount of surplus produce may be sold as ancillary to the provision of produce for the Tenant’s family.

4.4. The Tenant shall not use the Allotment Garden as a dwelling.

#### **5. Livestock**

5.1. Provided the Tenant complies with Clause 5.2, the Tenant may keep bees (on condition the Tenant provides the Council with proof that they have completed an accredited bee keeping course), rabbits, hens and/or ducks on the Allotment Garden. The Tenant shall not keep any other animals or livestock on the Allotment Garden without first obtaining the Council’s written consent (which may be withheld in its absolute discretion). For the avoidance of doubt, the Council does not permit the keeping of cockerels.

5.2. Any rabbits, hens or ducks, or other animals permitted by the Council under clause 5.1, may only be kept by the Tenant on the Allotment Garden subject to the following conditions:

- 5.2.1. that, having regard to the animal welfare requirements listed below, only reasonable numbers of such animals are kept (typically no more than 5 animals on smaller plots and 10 on larger plots);
- 5.2.2. that the Tenant provides and maintains adequate housing, food and water for all such animals and takes all reasonable steps to ensure their welfare in compliance with all relevant legislation, including, without limitation, the Animal Welfare Act 2006, and in accordance with all relevant RSPCA guidelines and best practice for animal husbandry;
- 5.2.3. that the Tenant stores all food for such animals in accordance with good practice, including keeping food dispensers inside and food containers/bags sealed to discourage vermin;
- 5.2.4. that the area given over to such animals does not exceed 25% of the total area of the Allotment Garden;
- 5.2.5. that such animals do not cause any danger, nuisance, interference, disturbance or annoyance to other tenants on the Allotment Site or to occupiers of adjoining property or to members of the public;
- 5.2.6. that the Tenant manages such animals so that they are not prejudicial to health.

5.3. If the Council has reasonable grounds to believe that any animal kept by the Tenant in the Allotment Garden is being mistreated or not kept in accordance with relevant legislation it reserves the right to require the Tenant on 7 days' written notice to take such steps as the Council may specify to rectify the situation. If the Tenant fails to take such steps within such period, the Council may by written notice require the Tenant to remove such animal(s) from the Allotment Garden within 5 days, without prejudice to the Council's or any other person's right to report the matter to the RSPCA, DEFRA or any other relevant authority or the Council's right to instigate termination of this Agreement under clause 16.

## **6. Buildings and Structures**

- 6.1. Except for buildings or structures which are reasonably necessary for the keeping of animals permitted under clause 5 (and which may be subject to the Tenant first obtaining planning permission), the Tenant shall not erect or build any shed, greenhouse or other building, pond or other structure in the Allotment Garden without first obtaining the Council's written consent (and if appropriate planning permission).
- 6.2. Before it will consider giving its consent under clause 6.1, the Council will require the Tenant to produce a sketch plan giving dimensions, specifications and position within the Allotment Garden of the proposed structure, which must be constructed in new or perfectly sound second-hand materials and stand on a temporary base such as paving slabs.
- 6.3. Council consent will in any event not be given for any structures exceeding 2.5 metres in height, for any more than two sheds (or one shed and one greenhouse) on any one plot, or if the total area of all structures on the Allotment Garden (including sheds, greenhouses, polytunnels and the like) would exceed 20% of the area of the Allotment Garden.
- 6.4. No structure shall be erected in such a way that it crosses the boundary between two plots, even if those plots are currently held by the Tenant.
- 6.5. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council. If required by the Council, the Tenant

shall within 90 days restore to good condition or remove any structure which the Tenant has allowed to become neglected and/or dilapidated.

- 6.6. Structures, fixtures and the like erected or installed on the Allotment Garden shall remain the property of the Tenant during the term of the tenancy.
- 6.7. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an appropriate container with a maximum capacity of 5 litres and for use with garden equipment only.
- 6.8. The Council shall not be held liable for any loss, damage or injury sustained by accident, fire, theft, trespass or otherwise occurring at the Allotment Garden.

## **7. Boundaries and Paths**

- 7.1. The Tenant shall keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed and keep in repair any fences and any other gates on the Allotment Garden. Only environmentally sound timber treatments may be used.
- 7.2. No boundary structure shall exceed a height of one metre, save that wire mesh poultry compounds may be up to two metres high. The Tenant shall not use any barbed wire for any boundary structure adjoining any path set out by the Council for the use of Allotment Site tenants.
- 7.3. The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment Site.

## **8. Trees**

- 8.1. The Tenant shall not, without the prior consent of the Council, plant, nor allow to grow by natural seeding or otherwise, any trees or bushes other than dwarf fruit trees and bushes of varieties recognised as cultivated for their crop.
- 8.2. The Tenant shall not without the written consent of the Council cut or prune any trees apart from carrying out the recognised pruning practices of fruit trees.
- 8.3. Fruit trees and bushes must not be planted within one metre of (nor hang over or encroach upon) roads, paths, fences or neighbouring allotments, and shall not exceed 4 metres in height.
- 8.4. All trees must be properly maintained to the satisfaction of the Council.

## **9. Inspection**

- 9.1. The Tenant shall at all reasonable times permit an inspection of the Allotment Garden and of its sheds, greenhouses, ponds, polytunnels and any livestock by any councillor, officer or agent of the Council.

## **10. Water**

- 10.1. The Tenant shall engage in sensible water harvesting practices, including utilising covered water butts on sheds and other buildings, and shall consider mulching as a water conservation practice.
- 10.2. If the Allotment Garden is in the Meadow Croft Allotment Site, the Tenant may take a reasonable quantity of water from the well located in such Allotment Site. The Council shall keep such well in reasonable condition.

10.3. Water butts and any other structures, tools or signage erected, installed or placed on the Allotment Site by the Council shall remain the property of the Council at all times and the Tenant shall not move or remove any of the same.

## **11. Fires**

11.1. Fires are allowed only for the burning of materials from the Allotment Garden i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, and only between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning them. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before the Tenant leaves the Allotment Garden.

## **12. Dogs**

12.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any dog faeces shall be immediately removed and disposed of off site by the Tenant.

## **13. Wildlife, Chemicals and Vermin**

13.1. In line with the Council's environmental objectives, the Tenant is actively encouraged to cultivate the Allotment Garden in such a manner that attracts pollinators and wildlife (other than vermin). The Tenant is encouraged to avoid the use of chemical fertilisers or sprays, and in any event must take all reasonable care to ensure that adjoining hedges, trees and crops are not damaged in any way by such use. If such damage does occur, the Tenant shall compensate, make good or replant as necessary.

13.2. If the Tenant does use any chemical sprays the Tenant must:

- 13.2.1. whenever possible select and use chemicals that will cause the least harm to members of the public and wildlife;
- 13.2.2. comply at all times with current regulations on the use of such chemicals; and
- 13.2.3. use and store such chemicals in compliance with the all relevant legislation.

13.3. The Tenant must immediately report to the Council any incidence of rats or other vermin on the Allotment Garden or that comes to the attention of the Tenant elsewhere on the Allotment Site.

## **14. Security and Signage**

14.1. The Tenant is responsible for the security of the Allotment Garden and its contents.

14.2. The Tenant will maintain the plot number sign provided by the Council in good order and ensure it is visible at all times.

14.3. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

## **15. Conduct**

15.1. All non-compostable waste shall be removed from the Allotment Site by the Tenant.

15.2. The Tenant shall not utilise carpets or underlay in the Allotment Garden.

15.3. The Tenant may not take or permit to be taken any motorised vehicle onto the Allotment Site without the written permission of the Council. The Tenant may not use

the Allotment Garden for the storage of any vehicles or goods (other than tools, seed, feed or fertiliser for use in the Allotment Garden) or for the storage of any crops which are not grown in the Allotment Garden.

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

15.5. 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 themselves appropriately at all times.

15.6. The Allotment Garden may not be used for any illegal or immoral purposes.

15.7. The Tenant shall keep the Allotment Garden free of hazards (including without limitation broken glass and scrap metal).

15.8. The Tenant, nor any person who accompanies the Tenant to cultivate or harvest, may not at any time enter onto another plot on the Allotment Site 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 their permission.

## **16. Termination of Tenancy**

16.1. The tenancy of the Allotment Garden shall terminate:

16.1.1. on the next Rent Day that falls after the death of the Tenant;

16.1.2. by the Council giving the Tenant at least twelve months' notice in writing expiring on or before 6 April or on or after 29 September in any year;

16.1.3. by the Tenant giving the Council at least three months' notice in writing;

16.1.4. by the Council giving the Tenant at least one month's notice in writing if it appears to the Council that the Tenant has become bankrupt or is resident outside the parish of Cononley; or

16.1.5. by the Council giving the Tenant at least one month's notice terminating this Agreement if the rent is in arrears for more than 40 days after written notice from the Council to the Tenant requiring payment; or

16.1.6. by the Council giving the Tenant a notice terminating this Agreement with immediate effect if the Tenant is in breach of any of the provisions of this Agreement and fails to remedy the breach within 60 days after service on the Tenant by the Council of written notice giving detailed particulars of the breach and requiring that breach to be remedied.

## **17. Consequences of Termination**

17.1. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

17.2. Upon the expiration or termination of this tenancy the Tenant shall, unless the Council agrees otherwise in writing, remove any shed, greenhouse or other building or structure erected by the Tenant in the Allotment Garden, and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left as required by this clause, the Council may charge to the Tenant any work carried out by

the Council to remove any such structure or to return the plot to a satisfactory condition.

17.3. The termination of this tenancy shall not prejudice any statutory rights to compensation to which the Tenant may be entitled, provided that if the Tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the Tenant shall, before claiming any compensation from the Council, notify it in writing of the amount of such compensation paid or promised and the matters it concerns.

## **18. Prohibition on Assignment and Subletting**

18.1. The tenancy provided under this Agreement is personal to the Tenant. Accordingly, the Tenant shall not assign, sub-let, sub-lodge nor part with possession of the Allotment Garden or any part thereof, provided that the foregoing shall not prohibit another person authorised by the Tenant from cultivating the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday.

## **19. Contact Details and Privacy**

19.1. The Tenant must immediately inform the Council in writing of any change to their residential address, email address or telephone number.

19.2. The Council undertakes to use any personal data the Tenant provides only for and in connection with the Council's management and administration of its allotments and strictly in accordance with the Council's Privacy Policy as published on its website (<https://www.cononleypc.org.uk>) and undertakes not to disclose any of such data to third parties unless the Council is required to do so by law or in compliance with legal obligations.

## **20. Notices**

20.1. Any notice given under this Agreement must be in writing and should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same or next day.

20.2. Any notice served on the Tenant should be delivered at or sent to their last the address given in this Agreement or any address specified in a notice given by the Tenant to the Council or to their last known home address. Any address served on the Council should be sent to the address given in this Agreement or any address specified in a notice given by the Council to the Tenant.

20.3. 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.

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

Executed for and on behalf of the Council by:

.....

Hannah Sherriff-Jackson  
Clerk and Proper Officer: Cononley Parish Council

Signed by the Tenant

.....  
Name: