

_____ day of _____ 20__

GARDEN ALLOTMENT AGREEMENT

Between

THE COUNCIL OF THE BOROUGH OF MIDDLESBROUGH

and

Concerning a Garden Allotment at site

_____ Plot No: _____

SUBJECT TO THE ALLOTMENTS ACTS 1908 & 1950

An Agreement made on ____/____/____ between THE COUNCIL OF THE BOROUGH OF MIDDLESBROUGH ("the Council") andof("the Tenant")

The Council lets and the Tenant takes the Allotment Garden numbered at from the day of 20[] to the 31st May next following (at a proportionate rent for each month over which the tenancy extends) and thereafter on a yearly tenancy at an annual rent of £.....

The Council may in its absolute discretion vary the annual rent provided that the Council shall have given the Tenant not less than two months written notice of the variation.

A The Tenant agrees with the Council and THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following terms and conditions:

- 1 To pay the annual rent due (within one month of receipt of invoice) and as additional rent any additional charges as the Council may from time to time by notice to the Tenant specify on the 1st day of April of each year.
- 2 To use the Allotment Garden for the purposes of production of vegetables or fruit crops and the keeping of livestock and pigeons (on permitted sites) and not for any other purpose or in connection with any trade, business or wholesale production. Not, without the Council's prior written consent, to keep any livestock on the Allotment Garden
- 3 To permit any officer or agent of the Council to enter and inspect the Allotment Garden at any time
- 4 Not to sub-let, assign or part with any part of the Allotment Garden.
- 5 To maintain the Allotment Garden in a proper state of cultivation, weed free and with the soil kept in a fertile condition. To keep plot boundaries tidy and in a good state of repair.
- 6 The cultivated area is classed as and should represent 75% of the total plot area, this can include green houses and polytunnels.
- 7 To ensure any access roads and all paths are kept free of obstruction and hazards at all times.
- 8 Vehicles must be driven with due care and consideration to other tenants on the site and must not exceed 10 mph.
- 9 Not to cause any nuisance or annoyance to other users of the site, contractors or officers of the Council, nor allow any visitor to your plot to cause a nuisance by their noise, behaviour or action. To be a good neighbour at all times, tenants are fully responsible for the conduct of their family members and other guests attending the allotment garden.
- 10 Not without the prior written consent of the Council to plant in the Allotment Garden any trees other than fruit bearing trees.
- 11 To keep every hedge that forms part of the Allotment Garden properly cut and trimmed at a maximum height of 2 metres

- 12 Not to deposit or store on the Allotment Garden or allotment site any waste, scrap or materials that are not for use on the allotment plot except manure or compost in such quantities as is reasonably required for cultivation.
- 13 Bonfires are only permitted by official permit during the months of March and October. These must be strictly controlled not cause a nuisance to other tenants, neighbouring properties or public highways.
- 14 Not to damage or interfere with any fences, gates, taps or other property of the Council or other allotment holders on or neighbouring the site of which the Allotment Garden is part.
- 15 Not, without the Council's prior written consent, to erect fences on the Allotment Garden in excess of the following heights:
 - 1.5 metres (solid fencing) or 2.1 metres (wire mesh) in areas where buildings are permitted by the Council, or
 - 1.2 metres elsewhere on the Allotment Garden.
- 16 To keep dogs on a leash and under supervision and not to leave them on the Allotment Garden overnight. To clear up any faeces from communal paths or roads.
- 17 All livestock must be registered with the Council and kept in a safe and humane condition and. A maximum number of 24 birds will be permitted. Where livestock is kept the plots must be made accessible for monthly pest control treatment. Cockerels are not permitted on any site.
- 18 Not to erect any building or structure on the Allotment Garden without the prior written consent of the Council and to comply with all conditions subject to which consent will only be considered for 2.4m x 2.4m x 1.8 m for 1 shed and 3.6m x 2.4m x 1.8m for 1 greenhouse.
- 19 The Tenant shall maintain, keep in good repair and shall be responsible for any structure on their plot and any contents. The Council cannot be held responsible for any damage or loss to the plot or structure. The shadow cast by the structure must not, at any time, cover any other person's plot.
- 20 Not to use synthetic carpet as a weed suppressant as this causes chemicals to enter the soil. The use of membrane or plastic will be permitted if covering no more than 25% of the plot area except in the first year of a new plot tenancy.
- 21 Not to erect any notice or advertisement on the Allotment Garden without permission.
- 22 To display the plot number of the Allotment Garden in a prominent position on a gate or fence to the satisfaction of the Council.
- 23 The Council through its employee, agent, or other authorised person reserves the right to refuse admittance to any person other than the Tenant or his/her family to the Allotment Garden (no permission will be unreasonably withheld).
- 24 Any person who has previously been excluded or evicted from a garden plot will not be permitted access to any other part of the allotment garden or gardens without Council permission. (Allowing excluded or evicted persons onto your plot may result in the council terminating your tenancy agreement).

- 25 To refer any disputes between the Tenant and other allotment holders to the Council whereupon the Council's decision shall be final.
- 26 To conserve and use water wisely on the plot, storing it in containers where possible. Not to leave hoses connected to taps with the tap running for longer than 15 minutes and when the plot is left unoccupied. To comply with any restrictions which the Council or Utilities may impose.
- 27 Not to allow children under the age of 16 on to the site unless accompanied by an adult.
- 28 Not to keep bees or hives on the plot without written consent from the Council and on production of proof of membership from the British Beekeeping Association.
- 29 The Tenant shall remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim. The Council cannot be held responsible for any vandalism, damage or loss therefore tenants are responsible for arranging for their own insurance cover for their own plot.
- 30 To observe and perform all rules and directions made from time to time by the Council for the proper cultivation and management of the Allotment Garden.
- 31 To inform the Council of any change of address.
- 32 On determination of the Tenancy to yield up the Allotment Garden in such condition as shall comply with the terms and conditions of this Agreement.
- 33 Not to hand over, transfer or sell an allotment plot to any other party without written consent of the council. This is will result in the termination of the tenancy agreement and repossession of the plot by the council. An allotment shall only be occupied by the named tenant, family member or a registered partner.

B Determination of Tenancy

The tenancy shall determine in any one of the following ways:

- 1 On the death of the Tenant
- 2 By the Tenant giving one month's notice to quit in writing expiring at any time.
- 3 On account of non-cultivation after a probationary period of 3 months.
- 4 By the Council giving not less than 12 months notice to quit expiring on or before 6th April or on or after 29th September in any year.
- 5 By re-entry by the Council at any time after giving 3 month's notice in writing on account of the Allotment Garden being required:
 - for any purpose (not being the use of land for agriculture) for which the land was acquired or appropriated by the Council under any statutory provision, or
 - for building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of those purposes.
- 6 By re-entry by the Council at any time after giving 1 month's notice in writing:

- if the rent or any part of it including any additional rent is in arrears for more than 40 days whether legally demanded or not, or
- if it appears to the Council there has been a breach of the conditions and agreement by the Tenant contained in this Agreement and provided that if the breach is of the conditions or rules affecting the cultivation of the Allotment Garden at least 3 months have elapsed since the commencement of the Tenancy, or if the Tenant has become bankrupt or compounded with their creditors.

C Notices

Any consent or notice required to be given by the Council to the Tenant may be validly given by an authorised officer of the Council and may be served on the Tenant either in person or by posting to their last known address by first class post or by fixing the same to the Allotment Garden in some conspicuous manner.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid envelope or handed in person to an authorised officer of the Council.

Signed By:- **Date**

On behalf of the Council

Signed By:- **Date**

Tenant

Address:	
Post Code:	
Telephone No:	Mobile No:
Email:	