



ESTABLISHED 1894

EVENWOOD AND BARONY PARISH COUNCIL

ALLOTMENT RULES AND TENANCY AGREEMENT

Version:	VERSION 0.01: INITIAL DRAFT 19th June 2024
	VERSION 0.02: REVISED DRAFT 8th October 2024
	VERSION 0.03: REVIEWED
	VERSION 0.04: INCORPORATED COMMENTS
	VERSION 1:00: APPROVED 19th November 2024
Policy effective from:	1st April 2025 ['the commencement date']
Revision dates:	The allotments agreement is to be reviewed periodically by the Parish Council's Allotments Working Group or in response to changes in legislation.

AN AGREEMENT made between Evenwood and Barony Parish Council (herein called “the Council”) and [INSERT NAME] (called “the tenant”) of [INSERT ADDRESS].

1. The Council shall let to the tenant for him/her to hold as tenant from year to year the allotment garden nos. **[INSERT]** provided by the Council as detailed in the allotment register.

2. The tenant shall pay a yearly rent set from time to time by the Council usually on the first Saturday in April of each year. A full year's rent being due in the year of commencement. Failure to pay the rent will be a breach of the tenancy agreement and cause termination of the agreement.

3. The tenancy may be terminated by either party to this agreement serving on the other not less than 1 months’ written notice.

4. New tenants shall reside within Evenwood or Ramshaw during the continuance of the tenancy. Should a tenant move from the Parish the tenancy will automatically be ended and the tenant shall have 1 month to vacate the allotment before it is re-let.

5. The tenant must:

a) The tenant must keep the allotment garden in a clean, decent and good condition and properly cultivated.

b) The tenant must not cause any nuisance or annoyance to any other tenant. The Parish Council has a ‘zero-tolerance’ policy towards aggressive or abusive behaviour, whether verbal or physical. This includes any personal, abusive or threatening comments, bad language, physical contact and aggressive gestures. Any tenant behaving in this manner will have their tenancy terminated. The Parish Council has adopted the National Association of Local Councils (NALC) model procedure for handling complaints and disputes. A copy of the policy document is available separately.

c) The tenant must not sub-let any part of the allotment.

d) The tenant must not erect any building or structure on the allotment without first providing details of the building (size/drawings) and obtaining written permission from the Council and planning permission must be sought and obtained from the planning authority (currently Durham County Council), and any associated costs must be borne by the tenant. All buildings must be kept in good and sufficient state of repair.

e) The tenant must not park any vehicle or caravan on the allotment plot.

f) The tenant must maintain in decent order all fences and ditches bordering the allotment and shall keep trim and keep in order all hedges forming any boundary of the allotment. While barbed wire is not illegal, its use is prohibited because of the injuries it might cause.

g) The tenant must first obtain the written permission of the Council before cutting or felling any tree on the allotment.

h) The tenant must use the allotment for its proper purpose only, (on garden allotments) namely the cultivation of fruit, vegetables and flowers for domestic use by the tenant, or (on plots categorised as an equine or 'horse allotment') namely for the grazing of the tenant's own horse(s).

i) The tenant must permit the inspection at all times by any Officer or Member of the Council or their representatives.

j) The tenant must not obstruct or permit obstruction of any paths in the allotments for the use of tenants.

k) The tenant must not dispose of waste on the allotments. All waste must be properly disposed of. There must be no fly tipping or dumping of waste, including horse manure, in and around the allotments.

l) The tenant must not use the allotment for the conducting of any trade or business.

m) The tenant must inform the Council of any change of address.

n) The tenant will be responsible for any guests and their subsequent actions. Any child under the age of 16 must be accompanied by a responsible adult.

o) The tenant will be permitted to have small bonfires on plots for the purpose of disposing of organic material only (no burning of tyres/plastics/polystyrene etc is permitted and tenants must not bring material onto site for burning). Tenants will be responsible for ensuring that such bonfires do not cause a nuisance to other plot holders or neighbours.

p) The tenant must park within defined parking areas only (where these are provided) and use the site roadway for unloading purposes only.

q) The tenant and any guests must shut the gate on entering and leaving the site.

6. The Council shall pay all rates, taxes, dues or other reasonable assessments which may at any time be levied or charged upon the allotments.

7. The Council shall have the right to refuse admittance to any person other than the tenant. If a tenant requires a designated helper written permission must first be obtained from the Council. The name and address of the designated helper must be provided to the Council.

8. If the tenant is in breach of any of the provisions of the agreement for a period on 1 month or longer the Council may re-enter the allotment and the tenancy will be at an end. The tenant will be given 1 month to vacate the allotment before It is re-let. The Council retains the right to claim damages for any breach of tenancy or to recover any rents or costs incurred in ending the tenancy, clearing the allotment or preparing for it to be re-let.

9. The Council shall be entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in a good state of fertility.

- 10.** Where the tenant holds the allotment on a joint tenancy then on the death of one tenant the tenancy shall pass to the survivor. The tenancy will not pass to a family member.
- 11.** On termination of the tenancy by the Council (but not where there is a breach of the tenancy agreement), the tenant shall be entitled to receive such compensation as is provided by the allotment Acts 1908 to 1950. If the tenant receives or is promised any compensation by any incoming tenant of the allotment the tenant must give details to the Council before claiming any compensation from it.
- 12.** Any general correspondence regarding the allotment will be sent by second class post to the address held by the Council.
- 13.** Any notice to be given by the Council regarding the termination of the tenancy will be sent by recorded delivery or delivered by hand to the address held by the Council.
- 14.** Tenants must address any correspondence regarding the allotments to the Clerk to the Council.
- 15. WATER USAGE:** All new sheds are required to have a system in place relating to water butts for the collection and storage of water and to encourage all tenants to install water butts for that purpose.
- 16. SNARES:** Any snares or wire nooses used to trap animals, either legal or illegal, are banned from the site.
- 17. PESTICIDES:** Spraying of pesticides, herbicides, insecticides, fungicides must be kept to a minimum and only used with prior written approval by the Parish Council, and where possible use sprays approved by the Soil Association. You should report to the Parish Council non-native weeds such as Japanese Knotweed and any of the five harmful/injurious weeds stated in the 1959 Weeds Act that are poisonous to animals, e.g. Common Ragwort.
- 18. PEST CONTROL ON ALLOTMENTS:** Tenants are responsible for the upkeep of their own plot. This includes adhering to the Prevention of Pests Act, which states that an allotment tenant is responsible for keeping the land free of rats. Unfortunately, legal guidelines prevent the Parish Council from handing out rat poison any more. If you sell certain non-medicinal poisons or specialised products, generally for agricultural or horticultural use, such as rat or mole poisons you must hold a licence. The Parish Council does not wish to apply to obtain a poisons licence. [Allotment tenants must respect the safety of other users of the allotment site and must not have firearms, including air guns, on the allotment site. Therefore, individual allotment tenants are responsible for getting rid of rats, but must not pose potential health and safety hazards by using firearms].
- 19. RULES APPLICABLE TO THE KEEPING OF BEES ON THE ALLOTMENT SITE:** Any written request to keep bees on an allotment shall be decided by the Parish Council on the individual merits of each application on a case-by-case basis to minimise nuisance to other plot holders.
- 20. LIVESTOCK:** The Parish Council permits hens (and rabbits) to be kept on allotment gardens as long as they are for the tenant's own personal use and not for business or profit.

The Parish Council permits horses, ponies, and donkeys to be kept on plots categorised as an equine or 'horse allotment' as long as they are for the keeping of horses, ponies, and donkeys and not for business of profit.

21. RULES APPLICABLE TO THE KEEPING OF HORSES ON THE ALLOTMENT SITE:

No horses are to be kept or stabled on the allotments without the Parish Council's express written permission. Horses kept on Parish Council allotments shall be electronically chipped and have a valid and up-to-date passport. The Parish Council will work closely with Durham County Council's Animal Welfare Officer and make regular inspections with them to ensure the welfare of horses kept on council allotments. Where the tenancy of a plot categorised as an equine or 'horse allotment' is terminated, then the plot shall revert to its intended use for the cultivation of fruit, vegetables and flowers for domestic use by the tenant.

22. DOGS ON THE ALLOTMENTS: All dogs must be on a leader and you must clean up after your dog and no dog breeding. No dogs shall be kept or housed on any allotment.

23. ALLOTMENT TENANCIES: New tenants [after the commencement date 1st April 2025] are usually not able to have more than two plots per person. Any exceptions to this rule are considered on a case-by-case basis taking into account location and any access issues.

24. UNAUTHORISED TAPS: Any unauthorised installation of water taps on individual plots will warrant instant termination of a tenancy.

25. Questions arising for which no provision is made in these rules will be referred to the Parish Council whose decision will be final.

I acknowledge that the metal gate to the above-named plots, or a replacement of the same quality, must be left in place at the end of the tenancy, as well as any pre-existing stable [delete as appropriate].

SIGNED:
[Tenant]

Dated:

SIGNED:
[Clerk to the Council]

Dated: