



## TENANCY AGREEMENT FOR ALLOTMENT HOLDERS

An agreement (hereinafter referred to as the Tenancy) made in October 2020 between Cuxton Parish Council, The Pavilion, Recreation Ground, Bush Road, Cuxton, ME2 1EZ (hereinafter called the Council) and

.....(hereinafter called the Tenant)

of .....

.....

1	The Council agrees to let and the Tenant/s agrees to take on a yearly tenancy of the Allotment garden numbered ..... ( rods) in the Council’s Allotment Register.
2	Invoices for rents will be issued in September and the Tenant shall pay a yearly rent per rod by the first day of November each year. The first payment shall be due at the commencement of the Tenancy.
3	The Council shall review the yearly rent on an annual basis. The Council shall carry out the rent review by no later than 31st July of each review year and the Council shall publish the decision within 6 weeks of the review on the Council website.
4	In the event that the Tenancy is terminated prematurely the Tenant shall not be entitled to any full or partial refund and the Council will retain the whole of the yearly rent.
5	Unless otherwise terminated the Tenancy Agreement will be automatically renewed on the 1 <sup>st</sup> November each year.
6	<b>Tenant’s Obligations and responsibilities to Cuxton Parish Council</b>
6.1	The Tenant must pay the rent, as set by the Parish Council on the date due in every year during the continuance of this Tenancy.
6.2	The tenant shall keep the allotment clean, in a good state of cultivation and free from weeds.
6.3	The allotment will be used for no other purpose than in the production of fruit, vegetables, herbs and flowers for domestic use only and no produce is to be sold or used for commercial gain.
6.4	The Parish Council must give its prior written consent to plant trees (other than dwarf fruit trees) or any crop that requires more than 3 years to mature.
6.5	No animals or livestock of any kind may be kept upon the allotment.

6.6	The Parish Council must give its prior written consent to erect or replace on the allotment any building, structure or water feature including but not limited to boundary fencing, ponds and poly tunnels. Permanent bases for any structure are not allowed. Those already in place and previously authorised by the Parish Council are excluded from this restriction.
6.7	No Council owned structure should be demolished or altered without the consent of the Council and the Tenant must maintain any structure now erected or erected at any time in the future on the allotment in good repair and in watertight condition; and at their own expense, treat said structure with a suitable preservative on a regular basis and in accordance with the manufacturer's instructions. '
6.8	The Tenant must not deposit, or allow any other person to deposit on the allotment, 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 communal areas, paths, hedges or ditches within the allotment site or on any adjoining land.
6.9	Dogs are allowed on individual allotments but must be kept on a lead in other areas.
6.10	No more than three visitors are allowed on the allotments unless they are family members of the Tenant. The Council reserves the right to refuse admittance to any person to the allotment garden if that person in the opinion of the Council acts or behaves in a manner likely to cause a nuisance or annoyance to any tenant of any allotment garden.
6.11	Any delivery, arranged by the Tenant, of manure, woodchip or any other material, must be supervised by that Tenant and delivered to the Tenant's plot.
6.12	The Parish Clerk must be informed and approve the delivery of large quantities of materials, such as but not exclusively wood chip or manure, which are intended for communal use and the Tenant arranging the delivery must supervise such delivery and ensure they are delivered to a previously arranged designated area.
6.13	The Tenant must allow the Council access to their plot for all necessary purposes including but not limited to inspections and maintenance work. The Council shall provide the Tenant with one week's written notice where access is required, and the written notice must clearly state the purpose for the access sought.
6.14	The Tenant shall not use the allotment for advertising purposes in any form.
6.15	No shooting, trapping or killing of any animals or discharge of any weapon to occur on the site, without prior written approval from the Council.
6.16	No hunting gear or weapons of any sort to be kept on the Allotment site at any time.
6.17	The Tenant must collect and use rainwater on their plot where possible. The use of sprinklers is prohibited.
6.18	The water supply will be turned off between 31st October and 1 <sup>st</sup> April inclusive to reduce the risk of expensive water leaks during the winter when activity on the plots is minimal.
6.19	Bonfires are not allowed on the site at any time.

6.20	The Council may order the Tenant to rectify at their own cost any breaches of Section 4 of the Tenancy.
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Please initial this box to say that you (The Tenant) have read, understood and accept the terms and conditions in Section 6.



<b>7</b>	<b>Tenant's Responsibilities for Health and Safety</b>
7.1	It is the Tenant's responsibility to ensure their own safety and the safety of all their personal visitors to the allotment site and to have regard to the safety of other tenants and all visitors to the allotment site. The Parish Council does not accept responsibility for any accident or injury to tenants or visitors to the said allotment site.
7.2	No person under the age of 16 years should visit the site without the proper supervision of the Tenant.
7.3	Barbed wire or similar dangerous material is not to be used anywhere on the allotment
7.4	The Tenant must make sure that all tools are either removed from site or kept securely locked up, and that hosepipes do not pose a trip hazard to visitors.
7.5	The storage of pesticide containers (including herbicides) on allotment sites is prohibited. After use, they should be taken home for disposal.
7.6	The Council will seek to keep the main access pathways to all plots reasonably free of weeds and in a good state of repair.

Please initial this box to say that you (The Tenant) have read, understood and accept the terms and conditions in Section 7.



<b>8</b>	<b>Tenant's Obligations to Neighbours</b>
8.1	Not to cause, permit or suffer any nuisance to the occupier of any other allotment
8.2	Not to obstruct or encroach on any path or communal area set out by the Parish Council for the use of all occupiers within the allotment site.
8.3	Not to cause, permit or suffer any antisocial behaviour including but not limited to loud music public intoxication illicit substance use and abusive language.
8.4	Any dispute between Tennant's shall be referred to the Allotment Association who will use their best endeavours to arbitrate the dispute in a fair and just manor.

Please initial this box to say that you (The Tenant) have read, understood and accept the terms and conditions in Section 8.



9	<b>Tenant's Obligation to Maintain the Allotment in Good Condition</b>
9.1	To maintain the allotment in a good and proper state of cultivation and fertility and reasonably free of weeds. To have due regard for its general tidiness, overall appearance and the cost to the Parish Council of providing services such as water.
9.2	<p>Within two months of taking over the allotment to demonstrate that any necessary weed removal is underway and that preparations are being made for cultivation.</p> <p>The tenant shall clear and work 33% of the allotment garden within 3 months of renting the plot. The whole plot (discounting shed and walkway areas) shall be in production within one year of the start of the tenancy.</p> <p>At least 10% of the allotment garden to be used for the production of food crops for your own use. The remainder of the plot may be used for leisure gardening and the cultivation of ornamental plants. Grass areas are permitted but may only form pathways &amp; small sitting areas.</p>
9.3	Any hedge that forms part of the allotment shall be kept properly trimmed and related ditches and boundaries suitably cleaned. The attached map of the allotment garden indicates the boundary fence area the Tenant is responsible for maintaining and can also be identified on the site notice board map. Any new dividing fences are restricted to one metre in height only and require the prior written approval from the Council as per 4.6 of the Tenancy. The main pathway will be maintained by the Council..
9.4	The use of carpet as a weed suppressant is prohibited.
9.5	A defined area should be set aside, with suitable containers for the composting of plant waste arising from the allotment.
9.6	No area exceeding 25% of the cultivated area of the allotment will be left fallow as part of a crop rotation during the growing period of April-October.
9.7	A suitably appointed Plot Inspector shall be entitled to, at any time, when directed by the Council, to enter and inspect any allotment garden.

Please initial this box to say that you (The Tenant) have read, understood and accept the terms and conditions in Section 9.



10	<b>Tenant's Right to Hold an Allotment</b>
10.1	The Tenancy may be terminated by either party giving to the other a minimum of 3 months and up to 12 months notice.
10.2	The tenancy shall terminate on the next day after the death of the Tenant. In case of death or serious health issues during the Tenancy, direct members of the family will be allowed access to remove personal property and crops, over a Council agreed period of time
10.3	The Tenancy can be terminated with one month's notice if cultivation does not meet the standards set in the Tenancy Agreement.

10.4	In the event that the Tenancy is terminated under one or more of the conditions set out at 10.6 below, the Council will not be required to serve any notice and the termination is deemed to take immediate effect.
10.5	The Council expects that, when the Tenant voluntarily terminates, or the Tenancy is terminated by the Council, that the allotment garden is left in a reasonable state of repair and free from rubbish.
10.6	The Tenancy will be terminated without right to appeal, for the following: <ul style="list-style-type: none"> <li>a) Theft of any crops or materials from other Tenant's plots</li> <li>b) Damage to Parish Council property or crops or materials on other Tenants plots</li> <li>c) Assaults on Allotment Tenants or Council Officers.</li> <li>d) Carrying out, permitting or suffering any criminal activity on the allotment.</li> <li>e) Severe or persistent antisocial behaviour in the event where dispute resolution has not been successful.</li> <li>f) Any deliberate and continuous breach of this Tenancy.</li> </ul>
10.7	In the event that the Tenancy is terminated subject to 8.6 above the Council will permit the Tenant one site visit to collect their belongings within one week commencing on the date of the termination. The Tenant is required to give notice to the Council when they intend to collect any belongings. Any personal belongings remaining after one week will be disposed of by the Council.
10.8	Cuxton Parish Council hereby agrees that Tenants observing and performing the conditions and obligations set out in this document may peaceably use and enjoy the allotment, without any interruption by the Council or any person acting on behalf of the Council. From time to time, a major review of the Tenancy Agreement and its associated rules and conditions may be required, at which time tenants will be required to sign a new Tenancy Agreement.

Please initial this box to say that you (The Tenant) have read,  
understood and accept the terms and conditions in Section 10.



11	<b>Dispute Resolution and Appeals</b>
11.1	In the event the Tenant is not satisfied with the outcome of any dispute referred to the Allotment Association as per clause 6.4 above, the Tenant may appeal to the Council's Land Management Committee (referred hereafter to as 'the Committee'). The Tenant may only appeal within 1 month of the arbitration process having concluded. Any appeal must be submitted in writing.
11.2	The Committee have absolute discretion as to whether to consider any appeals brought to them under 11.1 above. The Committee must notify the appellant within 14 days commencing from the day that the appeal is served whether they accept to hear the appeal.
11.3	In the event that the Tenant has a dispute with the Parish Clerk or the Allotment Association the Tenant may appeal to the Committee in writing to arbitrate this dispute. The appeal

	must be made within one year of the dispute arising and the Committee must consider any such appeals.
11.4	The Committee must hear any appeals by no later than 14 days in the case of an appeal made under 11.1 and 1 month if the appeal is made under 11.3. The Committee must provide their judgement within 5 clear days of the appeal being heard
11.5	The Tenant is entitled to state their case in person at any hearing.
11.6	The Tenant must serve on the Committee no less than 48 hours in advance of the hearing any evidence and list of witnesses they intend to rely upon.
11.7	Non-compliance with any ruling made by the Committee will result in punitive actions taken against the party in breach including immediate termination of the Tenancy.

Please initial this box to say that you (The Tenant) have read, understood and accept the terms and conditions in Section 11.



Revised July 2020