



TRIMDON FOUNDRY PARISH COUNCIL

Allotment Tenancy Agreement 2020-2021

**Agreement between Trimdon Foundry Parish Council ('the Landlord')
and: [tenant name]
of [tenant address] ('the Tenant')
for the rental of [plot number, garage] ('the allotment')**

1. The Tenant will maintain the allotment in good condition, and in a proper state of cultivation.
2. No hut, shed, or other structure may be erected without the Landlord's prior written approval, and thereafter subject to planning permission being obtained from Durham County Council as Planning Authority.
3. If a structure or hard standing area is put in place without the written consent of the Landlord, it must be removed. If this is not done on request, the tenancy will be terminated, the landlord will arrange removal, and the costs incurred will be charged to the former Tenant.
4. Before any termination of the tenancy the Landlord will inspect the allotment to confirm it is in a satisfactory/safe condition. If it is not in an acceptable state, the Landlord reserves the right to arrange the necessary remedial work to be done and to seek reimbursement from the Tenant/former Tenant for all costs incurred.
5. The Tenant will not cut or prune any timber or other trees without the prior agreement of the Landlord.
6. The Tenant will not take, sell or carry away any mineral, gravel, sand earth or clay.
7. The Tenant will keep every hedge on the boundary of the allotment cut and trimmed, and all ditches cleaned and maintained, and keep in good repair any fence or gate on the boundary of the allotment. Upon termination of the tenancy, all fences, gates, hedges, and walls erected by the tenant become the property of the Parish Council and must not be removed
8. The Tenant will keep all pathways adjoining the allotment clean, tidy and free from weeds and litter
9. The Tenant will not bring or cause to be brought onto the allotment any dog, unless the dog is on a leash, and will not kennel any dog on the allotment at any time.

10. The Tenant will not bring, or cause to be brought onto the allotment any horse, pony or donkey and not stable any horse, pony or donkey at any time. Exemptions will be permitted to historical usage only and at the Parish Councils discretion.
11. The Tenant will not keep animals or livestock of any kind on the allotment, except hens (but not cockerels), and rabbits, to the extent permitted by Section 12 of the Allotments Act 1950. Pigeons may be kept with prior written permission from the Landlord. All livestock waste must be disposed of in a safe and tidy manner.
12. The Tenant will not operate or allow to be operated by themselves or any other person any trade or business from the allotment, including but not limited to firewood, sticks, scrap metal, motor repairs.
13. The allotment must be used wholly or mainly for the cultivation of vegetables/fruit crops for the consumption by the tenant or their family. Flowers are permitted for personal use only.
14. The Tenant must take all reasonable steps to protect wildlife, e.g. by minimal and careful use of herbicides and of pest control poisons.
15. The use of slug pellets containing Methiocarb is strictly forbidden. If adequate slug control cannot be achieved by organic methods, ferric phosphate based pellets are preferable to metaldehyde.
16. The siting and storage of caravans on the allotment site is not permitted. Exemptions will be permitted to historical usage only and at the discretion of the Parish Council.
17. Fires may only be used for disposal of garden waste and must not be left unattended. They should not exceed a burning time of 4 hours and must be a controlled burn. They should only be alight during daylight hours and should only be carried out when the wind direction will not spread smoke into neighbouring houses. Tenants are encouraged to compost rather than burn their waste wherever possible.
18. The Tenant will permit the Parish Council's duly appointed agent to enter the allotment at any time for the purpose of inspecting the condition of the said property, or of the neighbouring allotment or other land owned by the Parish Council. The Tenant will permit the conduct of any necessary tests on the allotment, with the Landlord doing as little as possible to the allotment.
19. The Landlord will inspect all sites at least twice each year.
20. Any vacant allotment will only be offered for rent to residents of Trimdon Foundry Parish.
21. The rents for allotments and garages are notified to the Tenant in writing and are due no later than the second Tuesday in April of each year. The Parish Council will review all rents each year and inform tenants in writing of any proposed increase for the forthcoming year.
22. The tenancy may be terminated by the Tenant upon receipt of one month's written notice to the Parish Council. No refund of rent(s) will be given, and the allotment will be inspected prior to the conclusion of the tenancy. (See Paragraphs 3 and 4)

23. Tenants may not transfer, reassign or sub-let allotments. Any tenant wishing to transfer their allotment must surrender the tenancy in writing to the Parish Clerk. If the outgoing tenant wishes to nominate a new tenant for the allotment, this will be considered together with any existing waiting list for allotments.
24. The Landlord has the right of re-possession on giving three months' notice in writing to the tenant, in the event of the allotment being required for building, mining or other industrial purposes, or in connection with any roads or sewers.
25. The Landlord has the right of re-possession after giving one months' notice in writing to the tenant if at any time:-
 - a. the rent or any part thereof is in arrears for not less than 30 days, whether legally demanded or not;;
 - b. there has been a breach by the tenant of any term or condition of this tenancy agreement;
 - c. If the tenant shall become bankrupt; or
 - d. on inspection, the condition of the allotment has not been improved within one month of notice to improve issued by the Landlord
26. The tenant hereby undertakes the following:-
 - a. To attend in person to sign copies of this agreement and pay the rent due, at one of the sessions arranged for the purpose and notified to tenants;
 - b. To pay and discharge all future rates, taxes, assessments, impositions and outgoings charged upon the allotment or on the owner or occupier in respect thereof.
27. By signing the Tenancy Agreement below the tenant confirms he/she has read and agrees to these terms and conditions. He or she also consents to Trimdon Foundry Parish Council holding and using personal data for the purposes of administering tenancies and communicating with tenants, until the end of the rental year following the end of the tenancy.

I hereby agree to abide by the above rules of tenancy

Name (BLOCK CAPITALS)

Signature:

Tenancy confirmed by:

(for Trimdon Foundry Parish Council)

Date