



TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN 2019-2020

1 **THIS AGREEMENT** is made on (date) **BETWEEN** Camelford Town Council of Town Hall, Market Place, Camelford, Cornwall PL32 9PD ("CTC") and:

(Tenant name)

(Tenant address)

.....

1.1 (The named person is referred to throughout this agreement as 'the tenant', "you", "your(s)" and "yourself").

2 **WHEREBY IT IS AGREED as follows:**

2.1 You agree to take the Allotment Garden situated near Fenteroon Farm, Valley Truckle, Camelford and referenced as the plot number below in CTC's Allotment Register ('the Allotment Garden').

[office use] Plot number

2.2 **Rent**

2.2.1 The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the first day of April 2019 or after, and thereafter from year to year unless determined in accordance with the terms of this tenancy.

2.2.2 You agree to pay CTC the yearly rent of £22 per plot payable from the date stated in Clause 1 of this Agreement up to 31 March 2019.

2.2.3 All invoices are due for immediate payment.

2.2.4 If the rent remains unpaid for a period of 4 weeks, the tenancy shall be automatically terminated.

2.2.5 The rent currently in force will be subject to annual review by CTC.

3 **DETAILS OF THE TENANCY**

The tenancy is subject to the Allotment Acts 1908 and 1950 and also the following conditions. You agree with CTC to observe and perform the conditions set out below.

3.1 **Alienation**

3.1.1 The tenant shall not sublet, transfer or assign or part with possession of any part of the Allotment Garden.

3.2 Use and Conduct

- 3.2.1 The potential risks of an accident or injury are numerous on an allotment garden (trips, falls, blunt gardening equipment etc.) You therefore use the allotment garden at your own personal risk, and CTC is not liable for any personal injury sustained whilst using the allotment gardens.
- 3.2.2 The tenant shall reside within the Parish boundaries of Camelford during the tenancy, unless a prior agreement has been made.
- 3.2.3 You shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family and for no other purpose and not for profit.
- 3.2.4 The tenant shall keep the Allotment Garden clean and in a good state of fertility and cultivation.
- 3.2.5 The tenant shall not enter onto any other plot at any time without the express permission of that plot holder.
- 3.2.6 Any children that accompany the plot holder or any persons accompanying the plot holder may not at any time enter onto another plot without the express permission of that plot holder. The plot holder has full responsibility for the actions of children and others entering the site with your permission.
- 3.2.7 The tenant must not cause any nuisance or annoyance to other plot holders of the allotment site and must conduct themselves appropriately at all times.
- 3.2.8 You shall not undertake any illegal activity on the Allotment land.
- 3.2.9 You shall maintain and keep in repair the fences and gates forming part of the Allotment Garden.
- 3.2.10 Trim and keep in decent order all pathways and hedges forming part of the Allotment Garden.
- 3.2.11 You will NOT use barbed wire for a fence adjoining any path set out by CTC for the use of the occupiers of the Allotment Gardens.
- 3.2.12 You will be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to property.
- 3.2.13 You will permit an inspection of the Allotment Garden at all times by CTC's employees or agents;
- 3.2.14 You will NOT obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.

3.3 Cultivation

- 3.3.1 The tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the plot is being worked all year round. It can be noted here that bases for any permitted structures (glasshouses, sheds and poly tunnels), water butts and compost heaps must be sited within the plot boundary and these areas are exempt from this requirement to cultivate.
- 3.3.2 Within the first three months of the tenancy 25% of the plot must be under cultivation with crops. This is discretionary on the condition of the plot at the time of the tenancy agreement and time of year the plot is let. After three months, it must be seen that the plot is regularly tended to, and showing signs of progress. The remainder of the plot must be under cultivation with crops within twelve months.
- 3.3.3 The tenant must notify CTC of any change in circumstances which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness.

3.4 Allotment Boundaries

- 3.4.1 The tenant shall keep all footpaths surrounding the plot in good condition, including mowing, weeding and keeping them free from obstructions.
- 3.4.2 The tenant shall maintain every hedge, tree or shrub that forms part of the allotment plot on a regular basis.

3.5 **Environment**

- 3.5.1 The tenant is to use their best endeavours to garden organically and encourage biodiversity.
- 3.5.2 The use of pesticides and insecticides must be kept to an absolute minimum and tenants must ensure that they are not left unattended at any time.
- 3.5.3 The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended 1997).
- 3.5.4 If using such pesticides and insecticides, the tenant must take all reasonable care to ensure that wildlife and adjoining plots, hedges and trees and crops are not adversely affected.
- 3.5.5 The tenant must respect all wildlife that inhabits the allotment and not to harm any species in any manner that is in violation to the Wildlife & Countryside Act 1981.
- 3.5.6 The tenant shall practice water conservation techniques including utilizing covered water butts attached to sheds and greenhouses and consider mulching as a water conservation practice.

3.6 **Green Waste, Bonfires and Rubbish**

- 3.6.1 Tenants shall compost all green waste on their plot in self-built or ready-made containers.
- 3.6.2 All refuse emanating from allotment cultivation that is not compostable must be disposed of offsite.
- 3.6.3 The allotment plot must be kept clean and tidy, which means that the plot must be kept free of rubbish, sheet plastic and old carpet, plastic bags, plant pots and other such containers that are no longer being used on the allotment.
- 3.6.4 The tenant must not deposit or allow other persons to deposit on the Allotment Garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).
- 3.6.5 Bonfires may only be lit on the Allotment Garden with prior consent from CTC and following the guidelines for domestic bonfires issued by Environmental Health Cornwall Council (<https://www.cornwall.gov.uk/environment-and-planning/environmental-protection/environmental-protection-bonfires/>)

3.7 **Structures**

- 3.7.1 Written consent from CTC is required to erect or place anything on the allotment, including a shed, greenhouse and poly tunnel. You should put your request in writing to CTC.
- 3.7.2 Any structures must be well maintained and that they do not interfere with neighbouring plot tenants.
- 3.7.3 If the tenant is granted permission for a greenhouse or shed, a system of guttering must be placed on a greenhouse roof or shed roof so as to collect rainwater in one or more water butts.
- 3.7.4 CTC can order the removal of any structure that has not been approved or is not well maintained.
- 3.7.5 The tenant must remove from the Allotment Garden any broken or vandalised items such as glass from greenhouses and cold frames.
- 3.7.6 Tenant must be aware that anything that is placed on the allotment is not covered against theft, vandalism or storm damage. CTC is not liable for loss or damage to property.
- 3.7.7 On termination of the tenancy, the tenant shall remove any structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant.
- 3.7.8 Written consent from CTC is required to plant any trees which must be on a dwarf root stock.

3.8 **Livestock**

- 3.8.1 Written consent is required from CTC to keep poultry on an allotment. An application form is attached to this agreement. For tenants taking on an allotment from 1 April

- 2019, a maximum of 10 will be allowed per tenant. Further details can be found in the Guidelines for Keeping Poultry 2019 (Clause 3.3.4.2).
- 3.8.2 Consent will only be given provided that the livestock is not prejudicial to human health or animal welfare or a nuisance to surrounding plot holders. Stringent animal welfare conditions apply.
- 3.8.3 Minimum standards in CTC guidelines for keeping poultry on allotments with regards to housing, food, water, animal husbandry, health and welfare must be met. Guidelines are attached with this agreement. Failure to adhere to the Guidelines will mean termination of your Tenancy Agreement.
- 3.9 **Dogs**
- 3.9.1 No animals are to be brought into any Allotment Garden, except for dogs on leads.
- 3.9.2 Any fouling must be removed and disposed of responsibly.
- 3.10 **Adverts**
- 3.10.1 Tenants shall not erect any notice or advertisement on the allotment, the fence or on the gates to Allotment Gardens.
- 3.11 **Cars**
- 3.11.1 No caravans or cars are permitted in Allotment Gardens. Cars should be parked responsibly outside the Allotment Garden. CTC is not liable for any loss or damage to your vehicle.
- 3.11.2 Overnight parking is prohibited.
- 3.12 **Security**
- 3.12.1 CTC has the right to refuse admittance to any person other than the tenant or member of their family.
- 3.12.2 In the unfortunate cases of vandalism or thieving on the allotments, CTC cannot be liable.
- 3.12.3 The tenant shall not cause a nuisance to other tenants.
- 3.13 **Tenant's Circumstances**
- 3.13.1 The tenant must inform CTC immediately of any change of address.
- 3.13.2 Any notice given by CTC in respect of this agreement shall be sufficient if sent by post to the last known address of the tenant.
- 3.14 **Disputes**
- 3.14.1 Any dispute between yourself and another allotment holder shall be referred to CTC whose decision on the matter will be final.
- 4 **ENFORCEMENT OF THE TENANCY**
- 4.1 For the purposes of management and maintenance, an employee of CTC can at any time enter the Allotment Garden to carry out plot inspections.
- 4.2 If this tenancy is breached, the 28 day notice to quit enforcement process is started. "Enforcement Notice 1" is sent to the tenant through the post and/or email. This notice requires the tenant to contact CTC to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. If within 14 days the tenant does not respond either by remedying the breach or contacting CTC to discuss any extenuating circumstances, CTC will send through the post/email an "Enforcement Notice 2" giving the tenant a further 14 days to remedy the breach of tenancy or advise or any extenuating circumstances. If, within the further 14 day period the tenant does not respond either by remedying the breach or contacting CTC to discuss any extenuating circumstances, CTC will automatically terminate the tenancy. The 28 Day Notice to Quit Enforcement Process
- 4.3 The 28 Day Notice to Quit Enforcement Process can be stopped at any time providing the breach of tenancy is remedied.
- 5 **TERMINATION OF THE TENANCY**
- 5.1 The tenancy of the allotment plot shall automatically cease of any one of the following circumstances:
- 5.1.1 On the death of a tenant.

- 5.1.2 On the rent or any part of it being in arrears for more than 4 weeks.
- 5.1.3 If the tenant has not responded to CTC or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.
- 5.2 A Termination Letter will be sent to the tenant stating the reasons why the tenancy has been terminated and that they have 10 days to remove their belongings (gardening tools, shed, greenhouse etc unless otherwise agreed by CTC) and any crops from the plot.
- 5.3 Only when CTC is satisfied that the plot has been left tidy, free from excessive weeds and general waste, will CTC determine the agreement.
- 5.4 In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish removed first, CTC will do the necessary work and reclaim the costs incurred from the tenant.
- 5.5 CTC will not reimburse for crops or possessions that remain on the plot after the tenancy has ended, or for any improvements made to the plot.
- 5.6 The tenancy of the Allotment Garden shall determine on CTC giving one month's notice if the conditions of the tenancy are breached and whenever the tenancy or right of occupation of the council terminates.
- 5.7 Tenants who wish to quit their Allotment Garden must give one month's notice in writing to CTC. No refunds will be given for rent paid. Tenants will then have 10 days from the date of their notice to remove their belongings (gardening tools, shed, greenhouse etc (unless otherwise agreed by CTC) and any crops from the plot. Anything left after 10 days may be transferred to the new tenant or removed by CTC.
- 5.8 It is at the discretion of CTC to allow tenants who have previously had their tenancy agreement terminated for breach of tenancy to rent an Allotment Garden in the future.

6 TENANCY REVIEW AND AMENDMENTS

- 6.1 CTC reserves the right to review and amend if necessary the forgoing rules and regulations at any time.

7 DATA PROTECTION

- 7.1 Personal data collected within this Tenancy Agreement will only be used by CTC for the purpose of administering the allotment gardens. We will not give out this information to any third parties and your information will only be kept whilst you are a current tenant. More information about how your data is used can be found on our website www.camelford-tc.gov.uk (Policies and Procedures/GDPR).

8 IN WITNESS whereof CTC and the Tenant have executed this Agreement as a Deed the day and year above appearing

SIGNED as a Deed by the duty authorised officer of CAMELFORD TOWN COUNCIL

SIGNED as a Deed by the said

.....
Allotment Holder

.....
Esther Greig, Town Clerk