

Tenant No:



CAMBOURNE TOWN COUNCIL

District of South Cambridgeshire

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(Allotments Acts 1905 – 1954)

THIS AGREEMENT is made the between the CAMBOURNE TOWN COUNCIL (hereinafter called the Council)

And

of

(hereinafter called the tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year

the Allotment Garden at Brace Dein Allotments Site and numbered ... in the Council's Allotment Register.
2. The Tenant shall pay a yearly rent on the 1st September each year and the first such payment shall be due on the first day of the month following the commencement of the tenancy.
3. Notwithstanding the terms of paragraph 8 below, the tenancy may be terminated by the Council serving on the tenant not less than twelve month's written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
 - 3.1 If the conditions of the Allotment Tenancy Agreement are contravened the Council will follow the Cambourne Allotments Eviction Policy.
4. Allotment tenancies will be granted only to person's resident within the Town of Cambourne. In the event of a tenant moving out of the Town, he/she will be required to relinquish the tenancy and clear their plot within 30 days.
5. Save in exceptional circumstances, no person will be allowed to rent more than one allotment plot.
6. The tenant may terminate the allotment tenancy by so notifying the Town Clerk in writing, such notice to take immediate effect. Termination of tenancy may be done only upon the tenant's written authorisation (subject to paragraphs 3, 4 and 8 of these conditions).
7. An allotment tenancy is for a period of 12 months. Rent is to be paid in advance and is due on the 1st September in each year.
8. If the tenant shall have been, or remain breach of any of the provisions of this Agreement for a period of one month after due notice has been given by the Council, the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
9. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotment Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall

before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

10. Any Notice to be served on any tenant shall be done by posting or delivering it to his address as last notified to the Town Clerk. Tenants must immediately notify the Town Clerk's Office of any change of address.
11. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Town Clerk at the offices of the Council shown below.

12. **TENANT'S RESPONSIBILITIES**

It is the responsibility of each and every allotment tenant to:

12.1 Cultivation and Use

- 12.1.1 Not to use the tenancy of an allotment plot for the purpose of carrying on any trade or business. THE TENANCY SHALL BE ONLY FOR THE CULTIVATION WHOLLY OR MAINLY, OF FLOWERS OR VEGETABLES OR FRUIT CROPS FOR USE OR CONSUMPTION BY THE TENANT OR THE TENANT'S FAMILY.
- 12.1.1 Keep the allotment clean and in a good state of cultivation and fertility, free from noxious weeds and in accordance with the accepted rules of good husbandry.
- 12.1.2 Have at least $\frac{1}{4}$ of the allotment plot under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the allotment plot under cultivation of crops after 12 months and thereafter. ('Allotment plot' refers to that which forms part of this agreement.)
- 12.1.3 Not allow more than 20% of the allotment plot to be hard landscaped e.g. patio, internal paths etc. (This does not count towards the calculation of cultivated area and will be treated as uncultivated area.)
- 12.1.4 In the event of the termination of the tenancy the Tenant shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 allotments Act 1950)
- 12.1.5 Not in any way plant, cultivate or harvest any matter which it is illegal so to plant, cultivate or harvest;
- 12.1.6 Not grow or allow to grow any tree upon the allotment plot except those grown on dwarf rooting stock. At the conclusion of the tenancy, should the Council or any incoming tenant require the removal of such trees, such removal shall be undertaken by the outgoing tenant at his cost.
- 12.1.7 Not use in any form and by any means any chemical or compound which may cause long term or permanent damage to the soil of any plot and not in any circumstances which may cause damage to the soil or produce on any other allotment plot for however short a time.
- 12.1.8 Not to utilise carpets or underlay on the allotment plot and to keep the use of black plastic membrane to a minimum.
- 12.1.9 To remove all non compostable waste from the allotment site.
- 12.1.10 Not to place any items, whether rubbish or not, in or at the bottom of any hedge or fence. No items shall be so placed on any allotment plot which may prevent the Council from carrying out any repair or maintenance works. Any such items, whether rubbish or not, which may be so left in contravention of this paragraph may be subject to removal by the Council without recompense.

12.2 Prohibition on Under letting

- 12.2.1 Not sublet, assign or part with the possession of the allotment plot without the prior and written consent of the Council; this shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday.

12.3 Conduct

- 12.3.1 Not cause any nuisance or annoyance to the tenant of any other allotment, or obstruct any path or access set out for the use of allotment tenants.
- 12.3.2 Not enter, or allow any other person accompanying the Tenant, onto any other plot at any time without the express permission of the relevant plot holder.
- 12.3.3 Be responsible for the actions of others entering the Allotment Site with his/her permission.
- 12.3.4 Not remove produce from any other plot without the express permission of the relevant plot holder.
- 12.3.5 Not do anything which will cause nuisance to any householder by, for example (but not exclusively), lighting bonfires or the accumulation of vermin.

12.4 Hedges and Paths

- 12.4.1 Keep every hedge that forms part of or is adjacent to the allotment plot properly cut and trimmed (in conjunction with paragraph 13.1 below).
- 12.4.2 Be responsible for the proper care and maintenance but not cultivation of any path adjoining the allotment plot to the middle of that path or, where there is no plot opposite the path, the whole path where it adjoins the plot.
- 12.4.3 Not use barbed wire (in any form) on any fence adjoining any path set out for the use of allotment plot holders or on any boundary with any public footpath or highway.

12.5 Buildings and Structures

- 12.5.1 Not erect any building on the allotment plot without the prior and written consent of the Council; (Any shed shall not exceed 30 square feet in area, nor 7 feet in height and in respect of any greenhouse 48 square feet and 7 feet respectively) the total square footage of any sheds or greenhouses shall not exceed 78 square feet and shall in any event be located so as to minimize the obstruction of any sunlight to any neighbouring plot, whether occupied or not,) Polytunnels shall not exceed a height of 3 feet without permission of the Council.
- 12.5.2 Only use glass substitutes such as polycarbonate, Perspex or other alternatives in any permitted structures.
- 12.5.3 Keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 12.5.4 Not store oil, fuel, lubricants or other inflammable liquids in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

12.6 Livestock

- 12.6.1 Not keep animals (which include bees and chickens) on the allotment plot without the prior and written consent of the Council. There must be a maximum of 6 chicken and no cockerels.
- 12.6.2 Plot holders must comply with the keeping Chicken and Bees on Allotment Policies.
- 12.6.3 Keep livestock so that they are not prejudicial to health or a nuisance. The Council will take action if the Allotment Officer believes that any Plot holder is neglecting the animals/bees or if the animals/bees are found to cause a nuisance.

12.7 Dogs

- 12.7.1 Not allow any dog to be brought into (other than on a lead) or kept upon the allotment plot by the tenant or by anyone acting with the tenant's authority or approval. Any faeces to be removed and disposed of offsite by the Tenant. Dogs must not enter any plots other than the tenants own plot.
- 12.7.2 Dogs must not be walked around the plots unless it is to and from the tenants own plot and should not disturb other animals that are kept on plots, such as hens and bees.

12.8 Children

- 12.8.1 The Council welcomes children onto allotment sites as it values the educational opportunities and health benefit such visits can bring.
- 12.8.2 Tenants who bring children to the allotments must ensure they are supervised at all time by a responsible adult. Children must not be allowed to wander around the sites on their own or be allowed to enter onto other tenants plots without the plot holders permission.

12.9 Water & Fires

- 12.9.1 Practise sensible water conservation, utilise covered water butts on sheds and other buildings and have consideration at all times for other tenants when extracting water from water points. The use of hosepipes should be kept to a minimum and never left attached to a water point unattended.
- 12.9.2 Not light fires or burn any material on the Allotment site including the use of incinerators and barbecues.

12.10 Vehicles

- 12.10.1 Not garage or keep any motor vehicle, trailer or caravan on an allotment plot or on any path thereof.
- 12.10.2 Park all vehicles in the designated areas for parking and not to obstruct the footpaths at any time.

13. COUNCIL'S RESPONSIBILITIES

The Cambourne Town Council shall be responsible for:

- 13.1 The maintenance and repair of the hedges and fences bordering the allotment sites including those gates and accesses properly existing at 1st April 2005 (subject to paragraph 12.4.1 above);
- 13.2 The installation and maintenance of a proper water supply to various points on the allotment site, although no responsibility will be accepted by the Council for the cessation of such a supply for reasons of leakage by accidental damage or other means or upon the order of any authorised water undertaking;
- 13.3 For the maintenance of the main access path through each allotment site in the region of 2m in width sufficient for the purpose of infrequent passage by vehicles for collection/delivery to allotment plots, BUT NOT FOR PARKING;
- 13.4 To demand of each allotment tenant on or about the 1st September in each year the amount of money due in respect of rent for each tenancy. The yearly rent shall be as determined by the Council from time to time, together with any such charge agreed for the supply of water.
14. IT SHOULD ESPECIALLY BE NOTED that the Council accepts no responsibility for the loss of or damage to any item (which includes any cultivated matter) on any allotment plot unless by any proven negligent action by the Council or any of its employees. (See NOTE below)
15. The Council reserves the right for any of its officers, servants or agents to enter onto any allotment for the purpose of inspecting the state of cultivation of any plot, determining the compliance with any of these conditions, or for any other purpose statutorily so authorised.
- 16 In order to complete your Tenancy Agreement please read the following declarations which have been put into place following The General Data Protection Regulation (GDPR) 25th May 2018.
- 16.1 I hereby give permission for Cambourne Town Council to hold personal information of myself / organisation which includes all or some of the following: Names, addresses, email addresses and phone numbers on their Edge database.

16.2 I am letting the allotment on my own behalf and by signing I agree to be bound by the conditions set out on the Tenancy Agreement which I have read and understood.

I hereby accept the tenancy of allotment Plot No(s) ... on the conditions as indicated above.

Signed Date

NOTE: The Council maintains a Policy of Insurance covering its Liability to the Public (in the event of the Council's proven negligence) but it is a matter for individual tenants to consider what insurance cover should be taken in respect of their own plots or any produce, tools or equipment etc thereon.

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