

This Agreement is made the ..... day of ..... 20.....

BETWEEN Coddendam Parish Council of 4 Webbs Cottages, School Lane, Coddendam, IP6 9PT (the "Council")

and [insert name] of [insert address] (the "Plot Holder").

1. In this agreement, the "Conditions" mean the terms and conditions of this agreement as determined from time to time by the Council. A copy of the Conditions current at the commencement of this agreement is attached.
2. The Council agrees to let and the Plot Holder agrees to take the allotment garden situated at Love Lane, Coddendam (the "Site") being Plot No [insert plot number] in the register of allotment gardens maintained by the Council from the first day of April 2024 and thereafter from year to year until the same shall be terminated as set out in the Conditions at a yearly rent of £[xyz].
3. The rents mentioned in 2 above shall be paid annually in advance on the first day of April in each year or from such date as the Council may determine and so in proportion in respect of any period less than a year over which the agreement may extend.
4. The rents mentioned at 2 above may in the future be increased or decreased by the Council after giving to the Plot Holder 12 months' notice in writing of its intention so to do.
5. This agreement is subject to the Conditions and to the Allotments Acts 1908 to 1950.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by the Plot Holder: .....

In the presence of witness:

Signature of witness: .....

Name and address of witness .....

.....

.....

SIGNED on behalf of the Council: .....

Name and position:

.....

.....

## General terms and conditions

1. In this agreement, where the circumstances so admit:
  - the 'Council' means the landowner or local authority who administers the provision of allotments
  - an 'allotment' means any allotment garden or plot to be rented
  - the 'Plot Holder' means the named current plotholder(s) of an allotment
  - the 'site' means the entire allotment site managed by the Council and located at Love Lane, Coddensham. Where an allotment is let to two or more Plot Holders or community groups the terms and conditions in this document apply to each of them.
2. Allotments are let to Plot Holders solely as allotment gardens as provided for in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies and the provisions of those Acts apply accordingly. Allotments are to be wholly or mainly cultivated by the Plot Holder for the production of vegetables or fruit crops for consumption by the occupier and their family.
3. Plot Holders may only use their allotments for their own cultivation and may not carry on, or permit to be carried on, any trade or business involving the allotment.
4. Before taking possession, every Plot Holder shall pay the required rent in advance - on the days and at the time and place appointed by the Council - to the Clerk, whether legally demanded or not.
5. The Council, its accredited representatives and persons acting on its behalf or with its permission shall be entitled at any time to enter and inspect any allotment and carry out any works or repairs required or authorised by the Council.
6. If any notice is served by the Council in respect of any breach of the terms of this agreement, the Plot Holder shall immediately comply with such a notice and carry out any work required by the notice.
7. Plot Holders must not:
  - transfer, assign, sublet, part with possession of, or otherwise deal with the allotment or any part of it or with any interest in it;
  - grant or purport to grant any right, interest, agreement or easement in or over or under the allotment;
  - do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the Council, to other plot holders or to the owners or occupiers of other property in the neighbourhood;
  - encroach or trespass, or allow others to trespass, upon another plot holder's allotment or encroach onto any path, road or communal space;
  - cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons.
8. Plot Holders must:
  - inform the Council of any attempt by the owners or occupiers of other property in the neighbourhood to encroach on or acquire any right or easement over the allotment, including any unauthorised access to the site;
  - cooperate as far as reasonably possible with the Council and its officers in ensuring the efficient, effective and harmonious running of the site;
  - inform the Council immediately of any change in their address or other contact details.

9. The Council is not responsible for any loss, theft, damage or injury to any persons or property on the allotment site and all persons who enter the site do so at their own risk.
10. Plot Holders shall observe and perform any special condition which the Council considers necessary to preserve the allotment from deterioration, and of which notice shall be given to the Plot Holder in accordance with these terms and conditions.

### **Care and maintenance of the allotment**

11. The Plot Holders shall keep their allotment reasonably free from weeds and rubbish and otherwise maintain it in a proper state of cultivation to the reasonable satisfaction of the Council.
12. Plot Holders must not:
  - plant, or allow to grow, any hedges or erect any fencing, walls or other barriers around their allotment plot;
  - use barbed or razor wire or the like for any purpose;
  - erect any notices or advertisements, without permission.
13. Bonfires may be lit by Plot Holders on their allotments only:
  - on one specified day of each month during the months May to September (the days to be specified by the Council) and
  - at any time on any day during the months October to April.
14. When permitted, bonfires must be kept under control at all times and not left unattended and must be completely extinguished before the Plot Holder leaves the site.
15. Plot Holders must not build or allow to be built on their allotments:
  - Any structures exceeding 2.5 metres in height.
  - Any more than one shed and one green house.
16. The total area of all structures on an allotment (including sheds, greenhouses, polytunnels and the like but not including fruit cages or netting to deter animals) may not exceed 25% of the area of the allotment plot and must be built and maintained to a reasonable standard. Rainwater harvesting from structures should be installed in order to provide sustainable use of water resources.

**Please note that these rules on structures are those of the Council. You should always enquire with the local planning authority to see if planning permission is required for any structure you may build, regardless of whether you think it is temporary or permanent. Any required planning application and fee must be submitted by the plotholder. It is also worth noting that there are different planning rules for structures on allotment plots in the different countries of the United Kingdom. The determining authority for deciding if planning permission is required is the local planning authority where the allotment site is located.**
17. Structures, fixtures and the like erected or installed on an allotment shall remain the property of the Plot Holder during the term of the agreement. Upon the expiration or termination of the agreement for whatever reason, the Plot Holder or their personal representative shall be entitled to dispose of such structures, fixtures and the like to whom and on such terms as they may desire, including sale to an incoming plot holder, or remove such structures and fixtures and any produce. If the outgoing Plot Holder neither disposes of nor removes such structures,

then an incoming Plot Holder may either enter into possession of these structures without payment or cause these structures to be dismantled and removed and to charge the outgoing Plot Holder the cost of these works.

18. Upon the termination of the agreement of an allotment the Plot Holder shall, if required to do so by the Council, remove from the allotment all his/her property of any kind within 14 days of such termination, and shall make good any defect to the allotment caused by such movement. The Council may thereafter remove any such property remaining on the allotment and charge the expense of such removal and making good any defect to the Plot Holder, who shall upon demand pay to the Council the amount of such expense.
19. Plot Holders must not plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop.
20. Fruit trees and bushes must not be planted within 1 metre of - nor hang over or encroach upon - roads, paths, fences or neighbouring allotments, and should not exceed 5 metres in height.
21. All trees must be regularly inspected and properly maintained to the satisfaction of the Council.
22. Subject to clause 24, Plot Holders must keep in repair, to the satisfaction of the Council, every path bordering their allotment, and keep any hedges or verges bordering and forming part of their allotments properly cut and trimmed, except such paths and hedges which the Council has agreed to maintain in good order.
23. Where there is a border path between allotments, the Plot Holders of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.5 metres, the path between their allotments except that, by mutual agreement, the Plot Holders involved may agree that one or the other of them will be solely responsible for maintenance of the path.
24. The Council reserves the right, acting reasonably, at the end of any agreement year and having given reasonable notice, to re-define the boundaries of any allotment and re-calculate the rent if it believes this to be necessary to promote the efficient and effective management of the site.
25. Livestock may not be kept on the site except that rabbits and hens (but not cockerels) may be kept provided that:
  - the numbers of them are manageable
  - they are well and humanely managed
  - they do not cause any danger, nuisance, interference, disturbance or annoyance to Plot Holders or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or ploholders;

And subject to the agreement of the Council which may at its discretion decide that the keeping of some or all of rabbits and hens on the site would be prejudicial to health or a nuisance.

26. Hosepipes may not be used on the site. Use of the common rainwater harvested should be reasonable at all times and taking into account that it is a shared facility.
27. Plot Holders must not:
  - remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand;
  - dig or permit to be dug any pits, wells or ditches. One small pond may be provided on each plot for the efficient use of rainwater and to increase biodiversity. It must not cover more than 10% of the plot;
  - import, store or allow on the site any soil, fill or material from an external source, such as topsoil from a domestic garden or building site. This also applies to any rubbish or other materials or items, which are not connected with the proper and lawful use of the site or which are likely to damage the horticultural quality of the site. **Please use peat free soil**

**where possible and obtain it from a recognised supplier. Please compost your disease-free organic waste on your plot;**

- deposit any manure, refuse or other material of any kind on the roads, paths, lay-bys or anywhere on parking areas, in watercourses or on communal land except with the prior agreement of the Council and provided the material is cleared promptly.
- interfere in any way with any material, plant, equipment, building or installation owned by the Council.

28. Plot Holders must:

- lock the gates after entering or leaving the site even if they are found to be open or unlocked;
- make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is locked securely before and after. The Council shall have the right to refuse admittance to any person other than the Plot Holder or a member of his/her family or household to the allotment unless accompanied by the Plot Holder or a member of their family;
- return at the end of the agreement all gate and other keys provided by the Council. All such keys remain the property of the Council. Where replacement keys have been supplied to the Plot Holder, these must be returned at the end of the agreement or on demand;
- report to the Council any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.

29. Dogs must be kept under close control while on the site. They must not be allowed to foul or cause damage to any allotment plot.

### **Termination of Agreement**

30. The Plot Holder must yield up the allotment at the expiration or termination of the agreement in such condition as shall be in compliance with the terms and conditions contained in this document.

31. The Council or the Plot Holder may, at any time, terminate this agreement by giving twelve months notice in writing to the other expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year except that the Council may at its discretion accept from the Plot Holder a lesser period of notice expiring at any time.

32. In the event of the death of the Plot Holder, the agreement shall terminate [3 months] after the date of death except that the agreement may be terminated sooner by agreement with the Council.

33. The Council shall have the right immediately to re-enter and take possession of an allotment plot and to terminate the agreement of any Plot Holder after giving one-month previous notice in writing to the Plot Holder:

- whose rent is in arrears for forty days or more, whether legally demanded or not, or
- who is in breach of any of the other agreements, covenants or obligations imposed on the Plot Holder by this agreement.

34. This agreement shall terminate forthwith whenever any right of occupation of the Council shall terminate.

35. Before taking possession, a Plot Holder shall pay to the Council or to the outgoing Plot Holder, as the case may be, any charge due in respect of incoming compensation, adaption or other matters.

36. The Council shall be entitled to recover from the Plot Holder on his/her vacating the allotment on the termination of the agreement, statutory compensation in respect of any deterioration of the allotment caused by failure of the Plot Holder to maintain it as required in this agreement.
37. The allotment is not to be considered let or treated as a market garden or agricultural holding within the meaning of relevant legislation.

### **Breaches and disputes**

38. Breaches - in the case of any Plot Holder charged with a breach of these rules, the matter should be referred in writing to the Council, or such person or persons designated by them as they see fit, who shall at the earliest convenience deal with the matter.
39. Disputes - cases of dispute between two or more plot holders shall be referred to the Council or such person or persons designated by them as they see fit.
40. The Council reserves the right to exclude from the site without notice, pending consideration of the matter above, any plot holder or other person who is accused of gross misconduct such as causing serious damage to any allotment or to the crops thereon or to any communal area or while on the site, damaging or stealing the property of any other person or of the Council or assaulting or threatening any person on the site.

### **Letters and notices**

41. Any letter or notice required to be served under this agreement may be served by hand, by pre-paid post, or by suitable electronic means:
  - on the Plot Holder either personally or by leaving it at his last known place of abode or by prepaid letter addressed to him there or, failing that, by fixing the same in some conspicuous manner on the allotment;
  - on the Council by addressing it to the clerk for the time being at the Council's published address for correspondence.
42. Notices directed to all plot holders may be served by posting them prominently on the Council's notice board or similar display space or by including them in any newsletter or journal distributed by the Council.

### **General Data Protection Regulations**

43. Plot Holders' contact details, allotment history and other information relevant to their agreement and membership of the Council may be stored on a secure drive on a computer or otherwise. This information will be used only for the management and administration of the Council and the site and will not be disclosed to third parties unless the Council is required to do so by law or in compliance with legal obligations. The Plot Holder may inspect the information held by the Council about him/her on request. **For more information please contact the information commissioner's office: <https://ico.org.uk/>**