

Broughton Parish Council
C/o Becx Carter Parish Clerk
40 Windebrowe Avenue
Keswick
CA12 4JA

Broughtonparishclerk@hotmail.com

THIS AGREEMENT is made the.....day of.....

BETWEEN

(1)

of

("the Council") and

(2)

of

("the Tenant") (including registered email address)

NOW IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at ("the Allotment Site") numbered on the Council's allotment plan (as highlighted on the enclosed) and priced by (X) pence per Sq M)

3. Tenancy and Rent

3.1. The Allotment Garden shall be held on a yearly tenancy from at an annual rent of £ which is payable to the Council by the Tenant on the of each year ("the Rent Day").

3.2. 12 months notice of any rent increase will be given by the Council to the Tenant at the invoice date 1st October of the preceding year to take effect the following year.

3.3. Water supply shall be included in the tenancy charges -

3.4. Pest Control (Rat) is included as part of the tenancy fees

3.5. If a tenancy agreement is not signed within 28 days of an offer of tenancy being made, the offer will be withdrawn and the persons name removed from the waiting list.

4. Rates and Taxes

4.1. The Council will pay all rates and taxes

5. Cultivation and Use

5.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for the rearing of poultry, pigeons, rabbits and bees and for no other purpose and keep it free of hazards, hazardous material e.g. broken glass or scrap metal, chemicals, asbestos etc., and free of all notifiable weeds, and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

5.2. Weed Control Chemicals & fertilizers, and fuels; Storage of a maximum amount of these (up to 5 litres) may be stored on site for usage within a 6month period. All substances must be stored within approved containers and MUST be removed from site and disposed of appropriately in advance of their expiry date, or if their storage containers become damaged or on the quitting of the tenancy agreement.

5.3. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

5.4. The Tenant shall have the allotment garden under cultivation or management within 3 months of the commencement of Spring (March) or the commencement of a new tenancy agreement which ever is the earlier and any areas not under cultivation must be kept weed & seed free.

5.5. The maximum amount of the Allotment Garden allowed to be hard landscaped or under buildings is 30%.

5.6. The erection of a fence of not more than three meters high made from wood, galvanised tin sheeting, chicken wire, chain link or similar material around the perimeter of the plot is acceptable (and MUST be maintained by the tenant). The use of barbed wire in any format is prohibited. Fencing of any other material requires the approval of the Council. This rule applies to new and renewed fencing only. Fencing above 2 m should not be light excluding.

6. Prohibition on Under letting

6.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (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, the Parish Council to be informed of the other person's name by the Tenant.)

7. Conduct

7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

7.2. The Tenant must comply with the conditions of use attached as Schedule 1.

7.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

- 7.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 7.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder or the Parish Council.
- 7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 7.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.
- 7.8. The Tenant must not cause, permit or suffer anti social behavior (as defined by Crime & Disorder Act 1998 "Acting in a manner that caused or was likely to cause harassment, alarm or distress, to one or more persons") towards any other plot holder or neighboring resident of the Allotment Site.
- 7.9. No allotment site maybe occupied overnight or as a residential property under any circumstances. Any suspicion of occupation will result in an immediate 30 day notice to terminate.

8. Lease Terms

- 8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site as contained in the deed of transfer from Cumbria County Council to Broughton Parish Council dated 13th February 2007

9. Termination of Tenancy

- 9.1. The tenancy of the Allotment Garden shall terminate
 - 9.1.1. automatically on the Rent Day next after the death of the Tenant, or
 - 9.1.2. by either the Council giving to the other at least twelve months notice in writing expiring on or before 1st October in any year.
 - 9.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
 - 9.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - 9.1.3.2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
 - 9.1.4. by re-entry if the rent is in arrears for not less than 40 working days, or
 - 9.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy and schedule 1, at which point a 30 day improvement notice will be issued in writing, followed by a 30 day notice to quit in writing if the terms of the improvement notice are not adhered to;
 - 9.1.6. by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or
 - 9.1.7. Refunds, partial or whole, shall not normally be given if a tenancy is terminated mid year.
 - 9.1.8. A tenant may give notice to surrender a plot at any stage during the year with at least 30 days notice in writing to the council for personal reasons.

10. In the event of the termination of the tenancy the Tenant shall return to the Council any property made available to him during the Tenancy and 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). All structures/infrastructure erected on a site must be removed by the tenant (at the tenants cost) at the termination of the tenancy unless prior written agreement has been obtained by the council. This includes all personal possessions, structures, livestock, materials (including any hazardous materials held on the site).

11. All Allotments are subject to an inspection by the Council or a nominated official at the vacation of the tenancy at which point confirmation in writing will be provided stating the tenant has complied with (10) above.

12. All Allotments will be inspected by the council or a nominated official prior to the reallocation of the tenancy and a written inventory will be appended to this contract of any structures that have written permission to be on the site.

13. Change of Address

13.1. The Tenant must immediately inform the Council of any change of address.

14. Notices

14.1. Any notice given under this agreement must be in writing by either post or email to the addresses given above.

14.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

14.3. A notice sent by post is to be treated as having been served on the third working day after posting whether it is received or not.

14.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

15. Council Clauses

15.1 The Tenant agrees to observe and perform any other special conditions which the Parish Council considered necessary to preserve the allotment garden from deterioration, and of which a notice to tenants for the allotment garden has been given in compliance with (14) above.

15.2 All matters not provided for within this Lease & Schedule 1 (Conditions of use) shall be dealt with by the Parish Council at their discretion.

Executed by the Council by Bex Carter O/B Broughton Parish Council

Signed by the Tenant

In the presence of

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.
- 1.3. Any Tenant wishing to prune large trees/shrubs/hedges on the site due to issues relating to overshadowing is required to seek written consent from the Parish Council prior to works being commenced. Consent will not be unreasonably withheld, but any consent may make reference to appropriate cutting periods as determined by the RSPB or other appropriate organisation.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed (face of the boundary that borders the allotment and top including any external boundaries).
- 2.2. All existing pathways between plots will be kept trimmed and well maintained up to the nearest half width by each adjoining tenant (if clarity is required on which area a tenant is responsible for this can be obtained in writing from the Parish Clerk), keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.3. On shared boundaries be that hedging or fencing each tenant will be responsible for his own side of the boundary/ies.
- 2.4. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site. Any barbed or razor wire currently on the sites will be removed and appropriately disposed of by tenants as and when boundaries are renewed/repared.
- 2.5. Public paths and haulage ways (tracks) must be kept clear at all times.

3. Security

- 3.1 The Council accepts no liability whatsoever for tenants' possessions (sheds, Implements, livestock etc) left on site nor for the storage on site of hazardous substances e.g. pesticides and all such implements/substances must be kept under lock and key if kept on site (see 5.2 above). Tenants are responsible for undertaking risk preventative measures, and for any associated liability relating to incorrect storage or management of such substances.
- 3.2 The Tenant agrees to indemnify the Council against any loss liability demand claim expenses or action arising in respect of injury to or death of any person or in respect of any loss of or damage to any property real or personal however caused arising out of or in connection with the Tenant's use of the Allotment.

4. Inspection

- 4.1. An officer of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time. Inspection schedules will be published to all tenants on the 1st October 2018 and

each October thereafter at the time of the invoice, and will be published on the noticeboards each year.

5. Water/Hoses /Fires .

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. Hoses are acceptable as long as they are not permanently connected and don't inconvenience other users.
- 5.3. Fires are allowed for the burning of materials from the Allotment Garden ONLY e.g. dried out organic material that will burn without smoke or hazardous residue. No fire may be lit when the wind is blowing towards neighbouring houses. Under the Environmental Protection Act 1990 it is an offence to cause a statutory nuisance, Allerdale's Environmental Health Department have the power to issue an abatement notice if a complaint is received. All fires must be attended at ALL times. All fires must be fully extinguished before the tenant leaves the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

6. Dogs

- 6.1. NO dogs (inclusive of new or litters of puppies of existing dogs) will be allowed to be resident on the site. (Subject to 6.2)
- 6.2. All historically resident dogs MUST be removed from residence on the site by at the latest 1st October 2020. Any dogs remaining resident on the site after that date will result in the tenancy/s being terminated.
- 6.3. The historically resident dogs are known to the Council and any new dogs found to be residing on a plot after the 1st April 2018 will result in a tenancy being terminated with immediate effect.
- 6.4. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock

- 7.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save poultry, pigeons, rabbits or bees to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 7.2. NO animals or livestock except as above will be allowed to be resident on the site. Without the express written permission of the Council which will be added as an appendix to this contract.
- 7.3. Livestock must be kept so that they are not prejudicial to health or a nuisance.
- 7.4. All animals must be well looked after and the tenant must abide with any regulations concerning animal welfare

8. Buildings and Structures

- 8.1. The only buildings or structures permitted on the site are temporary structures that can be removed or taken down at the end of the tenancy (See 10 of Lease Conditions), and should be constructed only from safe & non hazardous materials (Timber, corrugated steel, non hazardous fibrous

material, polycarbonate or glass). Buildings or structures should only be erected for the purposes of storing garden materials, poultry/rabbit housing, greenhouses or polytunnels.

- 8.2. The coverage of the buildings or hard standings must not exceed 30% of the allotment area on any newly tenanted allotments after the commencement date of 1st October 2018.
- 8.3. All buildings constructed must not only be compliant with this lease but with any relevant planning law. It is the tenants responsibility to consult Allerdale Borough Council as the Planning Authority prior to the erection of any new structure.
- 8.4. The Council encourage glass substitutes to be used such as polycarbonate, perspex or other alternatives may be used in any permitted structures.
- 8.5. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.6. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. No storage of scrap metal/building waste will be permitted on site, unless for usage within a reasonable period of time (6 months) in support of cultivation of the allotment plot. Wood for personal usage MUST be stored in a tidy and contained fashion. ALL stored material of any format must be removed at the end of the tenancy. As per 5.1 of the Lease Agreement NO hazardous materials may be stored on the sites for any reason.
- 9.3. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.4. All non compostable waste shall be removed from the Allotment Site and be disposed of in compliance with all relevant waste disposal legislation by the Tenant.
- 9.5. The Tenant shall not utilise carpets or underlay as a permanent measure of weed control, and ALL such measures must be removed from the site and be disposed of appropriately by the tenant at the termination of the tenancy agreement.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must
 - 10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - 10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.

10.3. The use and storage of chemicals must be in compliance with the all relevant legislation and S.5.2 of the Tenancy Agreement.

10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

11. Notices

11.1. All Tenants are expected to monitor the noticeboards on the appropriate site for up to date or emergency notices from the Council.

11.2. The Tenant shall not cover any Council erected notice. Tenants may erect notices on any spare space within the noticeboards for the purposes of plant splitting/sharing, offers of help etc.

12. Car Parking/Access

12.1. The Council accepts no liability whatsoever for any vehicles accessing or egressing or being parked on the Allotment site. The access route onto both sites is a track and is not and will not be maintained as any form of road/car parking.

12.2. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked for loading or unloading in the designated areas for such as shown on the allotment plan and not obstruct the haulage ways at any time.

12.3. No vehicles of any format will be permitted to remain on the sites over night.

13. Misc

13.1 This tenancy agreement will be reviewed as a minimum every 5 years and will be reissued & signed by each tenant at this juncture.

13.2 Waiting List: A waiting list of prospective tenants will be kept by the Parish Clerk and vacant plots allocated in strict compliance by date of application. Applications to be put on the waiting list must be made in writing (email is acceptable) to the Parish Clerk and dated. Upon reaching the top of the list prospective tenants will be expected to take up the tenancy of the first allotment offered to them or be placed at the bottom of the waiting list. This maybe waived in special circumstances e.g. pregnancy or recuperation. Preference will be given to Parish residents first and applicants from outside the parish will only be offered allotments if there is no demand from within the Parish.

13.3 Maximum Number of Tenancies. This applies to new tenants from 1 October 2018. That no individual may hold more than two plots. Individuals would only be offered additional plots if there was no remaining demand on the waiting list.

Delete as applicable, any deletions to be initialled by both the Council and the Tenant