

DUXFORD PARISH COUNCIL
TERMS AND AGREEMENTS FOR ALLOTMENT TENANCY
(revised Apr 2018)

1. The Council shall let to the Tenant for him/her to hold as tenant, the allotment garden plot numbered as recorded in the Council's allotment register.
2. The Tenant shall pay a twelve monthly rent as advertised on the Duxford Parish Website, the Allotment Notice board or in writing to the Allotment Tenant, by the 1st October of each year. Any lettings within the year shall incur a payment of a proportionate amount on the signing of this agreement. The rent is subject to a yearly review.
3. Any person who at the time of applying to the Clerk to the Council for an allotment is either on the current register of the Voters List for the village of Duxford, or who has during the whole of the twelve months preceding the relevant date resided in or within three miles of the parish, or whose only place of work during the whole of the twelve months preceding the relevant date was in the parish shall be eligible to become a tenant, subject to the provision that one person shall not hold allotment gardens exceeding one acre in total.
4. The Tenant shall during the tenancy meet the following obligations:-
 - 4.1 Tenants lease allotment gardens including sheds, greenhouse and any other structures at their own risk. Duxford Parish Council accepts no liability for theft, personal loss or injury that may occur on their allotment.
 - 4.2 Allotment gardens should be kept clean, in good condition and a state of cultivation. One quarter (25%) of the allotment garden should be as described by the end of the first three months of tenure. Three quarters (75%) of the allotment garden should be as described as cultivated by the end of the first twelve months of tenure and each subsequent year.
 - 4.3 The tenant shall preserve the allotment boundaries unaltered and shall provide and maintain a numbered plate on the allotment showing the number as determined by the Council. This plate shall be displayed in a prominent position on the plot at all times.
 - 4.4 Keep every edge and path that forms part of the allotment garden properly cut and trimmed.
 - 4.5 Sheds, greenhouses and other structures must be built of approved materials, not contain asbestos or other hazardous materials and be kept in good repair. Written permission of the Council must be obtained before any structure can be built.
 - 4.6 Concrete or cement for the construction of foundations or hard landscaping is not permitted without the permission of the Council.
 - 4.7 Tenants should not cause a nuisance or annoyance to other allotment garden tenants.
 - 4.8 Tenants cannot sub-let or assign or part with the possession of any part of their allotment gardens without the written permission of the Council.
 - 4.9 Tenants cannot cut or prune any timber or other trees, other than the tenant's own fruit trees, without the consent of the Duxford Parish council
 - 4.10 Tenants cannot remove any soil, minerals, gravel, sand or clay whatsoever.
 - 4.11 The use of barbed wire is not permitted on allotment gardens.
 - 4.12 Dogs are not allowed onto the allotment gardens unless retained on a leash.
 - 4.13 Children accompanying tenants must remain supervised at all times.
 - 4.14 Produce grown may be donated for charitable purposes but not offered for sale. An allotment plot may not be used as a market garden or commercial concern. If allotment holders wish to form a co-operative to distribute their produce they should first advise the DPC of their intentions and not receive any financial reward for their efforts.
 - 4.15 No livestock or bees may be kept on allotment gardens without the written permission of the Council. Codes of Practice and registration forms are available from the Council.

4.16 No surplus produce or compostable waste material is to be deposited anywhere other than on the tenant's own allotment garden. All accumulated compostable waste should be deposited neatly, contained and covered as required, to prevent nuisance to other tenants. All other waste is to be removed from site by tenants in a timely manner.

4.17 Tenants wishing to burn combustible waste that cannot be composted may light small, controlled bonfires, at their own risk, on their own allotment garden. Bonfires must never be left unattended. Consideration for local residents is paramount.

4.18 Mains watering of allotments by hose pipes or sprinklers is not permitted; only hand held watering cans should be used.

4.19 Ponds are not permitted on allotment gardens.

4.20 The use and storage of chemicals must be in accordance with the Control of Pesticides Regulation Act (as amended) 1997 and the Control of Substances Hazardous to Health Regulations 2002. More information can be found regarding the safe use of pesticides at :<http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>

4.21 Tenants should not erect notices or advertising signs on their allotment garden (s)

4.22 Tenants should immediately inform the Parish clerk of any change of address or decision to vacate their allotment.

5. The Council shall:-

5.1 Divide the land and maintain a plan showing each allotment garden identified by a separate number

5.2 Maintain entrance gates, common grassed areas and pathways and vehicle tracks in good condition and provide pest control measures when necessary. The Allotments Office will liaise with allotment holders and other informed parties to determine if pest control is necessary. He/she will report such recommendations in his/her monthly report.

5.3 Provide and maintain mains water supply standpipes throughout the growing season.

5.4The Council or its representatives will retain the right to enter and inspect the allotments at any time to ensure that tenants are not in breach of the tenancy agreement.

6. Correspondence The allotment holders will be notified of the name of the Allotment Officer appointed but all written correspondence should be addressed to him/her via the Parish Clerk. For data protection purpose he/she will not enter into direct written correspondence with an allotment holder unless specifically authorised by the DPC.

7. Termination of Agreement Either party serving three months written notice on the other may terminate the tenancy. The notice period may be reduced by mutual consent. On termination the allotment holder must remove any greenhouse, shed or structure unless written consent has been received from the council for it to remain.

8. Breach of Agreement If the tenant has been in breach of any of the provisions of this agreement, including the obligation to pay rent on time, for a period of thirty days or longer after written notification of default, the Council may re-enter the allotment garden and the tenancy will thereupon be terminated. Such re-entry will be without prejudice of the Council to claim damages or unpaid rent at the time of re-entry.

9. Service of Notice. Any notice may be served on a tenant personally or by leaving it at his last known place of abode, by recorded delivery addressed to the tenant there or by fixing the same in some conspicuous manner on the allotment.

10. Compensation Upon termination of the tenancy, the tenant may be entitled to receive compensation pursuant to the Allotments Act 1908 to 1980 as amended. The Council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in a good state of cultivation.

11. Notices Any notices required by this agreement to be given to the Council shall be delivered to or sent via email to clerk@duxfordvillage.com or by post to **The Clerk to the Parish Council at 24b Laceys Way, Duxford, Cambridge CB22 4SE.**

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