#

# DATED:

# [DATE]

### CITY OF DONCASTER COUNCIL (CDC)

**-and-**

**[TENANT NAME]**

**TENANCY AGREEMENT**

**Plot No:**

**[PLOT NUMBER]**

**Allotment Site:**

**[ALLOTMENT SITE]**

**………………………………………..**

**01302 736068**

**TEL: 01302 736000 or 01302 736888**

**EMAIL: allotments@doncaster.gov.uk**

**SIGNED by the within-named**

Tenant signature…………………………………………………………

Tenant printed name…………………………………………………….

 **in the presence of :-**

Witness signature ………………………………………………………

Witness printed name ………………………………………………….

**AS WITNESS the hands of the parties here to signed by the**

CDC Officer signature……S Lord………………………….

CDC Officer printed name …S LORD……………………………..

  **in the presence of :-**

Witness signature ……………H Standen ………………………..

Witness printed name …………H Standen……………………………

This Agreement is made on the [DATE]

**BETWEEN**

CITY OF DONCASTER COUNCIL (hereinafter called “the Council” or “CDC”) acting by the hand of a signatory authorised by the Council’s Executive Director of Chief Executives (hereinafter called “the Director”) duly authorised in that behalf of the one part and

    (Name) [First Name] [Last Name]

 (Address) [ADDRESS]

 (Post code) [POST CODE]

 (Telephone number) [Number]

 (email) [EMAIL]

(hereinafter called “the Tenant”) of the other part

**1. WHEREBY:**

The Council agrees to let and the Tenant agrees to takes as tenant on a yearly tenancy from the First day of April Two Thousand & Twenty Five for cultivation as an allotment garden the allotment plot containing **…… square metres** or thereabouts (hereinafter called “the Allotment”) **plot number [PLOT NUMBER]**  on the plan of the Council’s **[SITE NAME]** Allotments

(hereinafter called collectively “the Allotment Gardens”) deposited at the office of the Directorate at the yearly rent based upon a cost of £13.36 per 100 m² subject to annual review (but not decrease) in accordance with the Council’s current fees and charges report and also at an additional yearly rent for variable water charges based upon site usage and a minimal standard charge for tap maintenance (and proportionately for any less period than one year) which rents are payable annually in advance on the First day of April in each year and which proportional payment is payable on the signing hereof.

**2. The Tenancy is subject to the following conditions:-**

**(a) Cultivation of Plot**

The Tenant shall maintain the Allotment in a state of active cultivation for the purpose of producing edible crops, including vegetables, herbs, fruit, or flowers. 'Active cultivation' is defined as either:

1. **Growing produce:** The Tenant is actively growing edible crops on at least 60% of the plot area.
2. **Preparing the ground for planting:** The Tenant is actively preparing the ground for future planting of edible crops, which may include tasks such as soil turning, composting, or creating raised beds.

The Tenant shall ensure that all activities, resources, and equipment on the Allotment are directly related to the cultivation and production of edible crops or the preparation thereof. The Tenant shall not use more than 40% of the area of the Allotment plot for authorised structures previously approved by the Director in accordance with 2 (e) of this Agreement. The Tenant shall not without the written consent of the Director plant any trees or bushes or any crops that take more than 2 years to grow to maturity except asparagus beds, rhubarb and similar long-term edible crops.

When using any pesticides, sprays, or chemicals, the Tenant shall take proper precautions, comply with manufacturer’s instructions, health and safety guidance, and any relevant laws, and take steps to minimise effects on the environment, neighbouring allotments, or other properties and occupiers thereof. The Tenant shall also take reasonable steps to control weeds to prevent seed dispersal to neighbouring plots.

It is not permitted to keep an allotment plot or a portion of it, which in the opinion of Doncaster Council is in an untidy, overgrown, unkempt or seemingly abandoned state.

**(b) Not to cause damage or obstruction**

The Tenant shall not remove or damage any fencing or obstruct or interfere with any path set out on any part of the Allotment Gardens and reserved by the Council for the use of occupiers of the Allotment Gardens.

1. The Tenant shall not fix or display or permit to be erected fixed or displayed on the allotment any advertisement board or other advertising device;
2. The Tenant shall not do or permit any act or thing whatsoever which shall or may be or become a nuisance, cause damage or injury, to the Council or its tenants or to the owners or occupiers of adjoining lands or premises;
3. The Tenant shall not conduct themselves or permit any visitor or guest brought onto the site to conduct themselves in a manner deemed to be threatening or intimidating to other users of the site or any officer of the Council.

**(c)** **Not to advertise or commit nuisance**

1. A plot holder or anyone associated with plot holder must not cause or permit any nuisance to any other plot holder or to the owners or occupiers of any adjoining or neighbouring property.
2. A plot holder must not obstruct or encroach onto any path or roadway used or set out by Doncaster Council or used by the owners or occupiers of any adjoining or neighbouring property.
3. Doncaster Council will not tolerate any threatening, violent or intimidating behaviour by plot holders or anyone associated with them under any circumstances. In any instances that anyone associated with the plot holder should conduct themselves in a manner that is threatening, violent or intimidating then action will also be taken against the plot holder and this may result in their tenancy being terminated.
4. Any plot holder found guilty in a court of law of offences involving an allotment plot or other plot holders will be given immediate notice to terminate.
5. The Allotment is intended for the primary purpose of cultivating edible crops and preparing the ground for such cultivation. The Tenant shall not use the Allotment for parties, commercial events, or any form of public event without having obtained the Director’s written consent. All social activities on the plot must be small in scale and not cause a nuisance or disturbance to other tenants or neighbours.

**(d) Supervision of others**

The Tenant shall not bring or allow to be brought onto the Premises any person unless they are kept under the supervision of the Tenant. Where the Tenant is a community group or other project they shall not bring or allow to be brought onto the Allotment any children or other vulnerable adults unless they are kept under the supervision of a person having passed a Disclosure and Barring Service check.

All visitors to the Allotment remain the responsibility of the Tenant.

**(e) Buildings store and shelters**

The Tenant shall not erect or cause to be erected on the allotment or any part thereof any shed or other building or structure whatsoever for any purpose or use without having first submitted to the Director such information, particulars, plans or drawings and use proposals as the Director may require and without having obtained the Director’s written consent. The consent shall be at his absolute discretion and which shall be additional to planning and or building regulation approval (if required) and in giving consent the Director may impose such conditions as he may deem necessary to ensure satisfactory siting, size, standard of materials, workmanship, construction and visual appearance of the building or structure itself and of the Allotment Gardens. Any structure for which approval is granted shall be sited upon a non-permanent base and no asbestos whatsoever is to be used in any part of its construction.

Special consideration will be given to any requests for the erection of community buildings or structures on the Allotment. All requests for such buildings or structures should be done so in writing to the Director.

**(f) Removal of buildings etc.**

The Director shall be empowered to remove or require to be removed at the Tenant’s own expense any building, greenhouse or garden frame or structure which does not comply to agreed conditions. On the removal thereof for any reason whatsoever the Tenant shall be required at his own expense to restore the site to the complete satisfaction of the Director.

**(g) Keeping of livestock, birds etc**

The Tenant shall not without the Director’s written consent keep any birds, bees, insects or livestock on the Allotment and in giving consent the Director shall be empowered to impose such conditions as he may deem necessary. Where consent is given the Tenant shall comply with the current statutory requirements and attention is particularly drawn to the Animal By Products Order 1999 and the Animal Welfare Act 2006 which shall be read and construed as part of this Agreement. The Tenant shall not keep any other animal on the Allotment. Horses and cockerels are not permitted on any part of the Allotment Gardens. Permitted livestock, birds, bees should only be kept for personal use only.

It is a legal government requirement that you must register all birds with Animal and Plant Health Agency within 30 days of acquiring them and update information annually.

Pest control on allotment sites. Plot holders are expected to adopt good husbandry practices in order to deter rodent infestation. Doncaster Council will employ the services of a qualified pest control operative where rodents become a problem.

If the infestation has been caused or being harboured by the actions of the plot holder the Council will recharge all associated costs to the plot holder.

**(h) Control of dogs**

The Tenant shall not bring any dog onto the Allotment unless it is kept on a lead and under the full supervision of the Tenant. Dogs are not permitted to be kennelled overnight anywhere on the Allotment Gardens. The Tenant shall clear up any dog fouling from the Allotment Gardens. The dog shall not be permitted onto the Allotment if it is aggressive or causes a nuisance towards other plot holders.

**(i) Pruning and removal of trees and hedges pruning and removal of gravel etc**

The Tenant shall not cut, prune or remove any timber or trees or hedges on the allotment site, without the written permission of the Director, other than boundary hedges which must be maintained in accordance with Section 2 Subsection (o). The Tenant shall not take, sell or carry away any material, gravel, sand, soil, clay or turf without the written permission of the Director which shall be at his absolute discretion and in giving consent the Director may impose such conditions as he may deem necessary.

**(j) Not to underlet or assign Vacation of Tenancy**

The Tenant shall not underlet, assign or part with possession of the Allotment or any part thereof. In the event of the Tenant vacating his tenancy of the Allotment the Council shall reserve the right to vary the area of the Allotment and to offer the Allotment to the next person on the waiting list or any other person. The Council shall not be liable to pay to the outgoing Tenant compensation for any buildings or other structures whether erected with consent or not, or for any crops including standard fruit trees/bushes, strawberry plants, asparagus, rhubarb or any other vegetable crop that continues for two or more years.

**(k) Inspection**

Any officer of the Council shall be entitled at any time to enter and inspect the Allotment. Tenants must ensure their plot is accessible and easy for allotment officers to view the plot.

**(l) Single Allotment Tenancy Only**

The Tenant shall not at any time during the continuance of this Agreement be or become the Tenant of more than one allotment without the written consent of the Director which shall be at his absolute discretion. In giving consent the Director may impose such conditions as he may deem necessary.

**(m) Boundary Features**

1. The Tenant shall not erect any fence, post, wire, hedge or any other means of demarcation of any height or form without written permission from the Director and in giving consent the Director shall be empowered to impose such conditions as he may deem necessary. In particular the Tenant shall not use barbed wire for a fence adjoining any part set out by the Council for the use of the occupiers of the Allotment Gardens. Tenants are responsible for the condition and maintenance of buildings, fencing and other structures and should be of an appropriate design, fit for purpose and in a good state of repair.
2. New buildings, fencing or other structures must not be constructed from cement or other permanent materials in their construction, which includes the construction of bases. Asbestos materials are strictly forbidden.
3. Buildings and structures should not take up more than 20% of the plot space and should not be detrimental to the appearance or character of the site.
4. Any question or dispute between the Tenant and any other tenant or tenants of the Council as to the maintenance of boundaries fences or hedges shall be referred to the Director whose decisions shall be final and binding upon all parties.
5. The Tenant shall be responsible for the maintenance of boundary features around the Allotment (including but not limited to any hedges which the Tenant shall keep properly cut and trimmed to a height of not more than 1.5m high and to a width of not more than 0.6m, but otherwise the Tenant shall not remove any trees or hedges from any part of the Allotment or its boundaries without the written consent of the Director).
6. The Tenant shall be responsible for the removal of any weeds along the outer edge of any boundary feature.

**(n) Vehicles and vehicle storage**

The Tenant shall not permit any vehicle or other object whether fixed, mobile or transportable to stand on the Allotment without the written consent of the Director.

**(o) Not to use for business or residential purposes**

1. The Tenant shall not use the Allotment for any purpose connected with any trade or for-profit business.
2. The use of the Allotment shall be restricted to agricultural or horticultural operations performed in pursuit of leisure recreation, but excluding the growing of any prescribed substances.
3. The Tenant shall not nor permit any person to reside on the Allotment at any time.

**(p) Not to excavate or tip**

The Tenant shall not make any excavation in or tip any materials on the Allotment so as to alter materially the level thereof except as may be minimally necessary for the purposes of cultivation.

**(q) Extermination of vermin**

The Tenant shall not use or cause or permit to be used any firearm or other lethal or explosive device or any chemicals, gas or other materials on the Allotment or in any part of the Allotment Gardens for the extermination of vermin. Where vermin infestations are present the Tenant shall notify the Director and upon doing so appropriate action will be taken.

**(r) Footpaths**

The Tenant shall not lay or cause or permit to be laid on the Allotment any material so as to form a permanent footpath or roadway without written consent of the Director.

**(s) Not to deposit scrap or litter**

(i) The Tenant shall not cause or permit or suffer the deposit or accumulation of any offensive or unsightly materials scrap, litter, extraneous waste or refuse or any harmful or noxious materials on the Allotment including asbestos in any form and if such deposit or accumulation arises with or without his knowledge the Tenant shall be responsible for its removal.

1. Any material that is believed to contain asbestos should be reported to Doncaster Council who will assess whether it is deemed hazardous in its existing condition and location and if necessary take appropriate action based upon the level of risk.
2. Plot holders are wholly responsible for the correct handling and proper disposal of waste from their allotment plot.
3. Fly tipping, dumping of waste or adding to dumped waste on any part of an allotment site is strictly forbidden and will result in immediate termination.
4. The use of old carpets as a weed suppressant is discouraged and as such they should not be brought onto sites for this purpose. On sites where they are already present they should be properly managed to avoid them rotting into the soil and causing problems for future tenants.

**(t) Leave in good condition**

The Tenant shall on the termination of the tenancy whether by notice or otherwise leave the Allotment in good and tenantable condition. If the Tenant fails to comply with this obligation and has still not done so after 7 days’ notice from the Council then the Council may carry out such works as considered necessary by the Council at the cost of the Tenant.

**(u) Notification of Contact Details**

The Tenant shall immediately notify the Director in writing of each and every change of the Tenant’s name, address, telephone number, or email address.

**(v) Data Protection**

For allotment site management reasons the Council may need to keep a record of the Tenant’s address and contact details and rent payment details both on computer and in paper form – this information may occasionally be disclosed to third parties for reasons compatible with above purpose; the Tenant acknowledges this and hereby grants and confirms their consent to that being done and to those records being archived and kept by the Council for a period of up to 2 years from the date of expiration of this Tenancy.

**(w) Fires**

The Tenant must adhere to the Environmental Protection Act 1990, Clean Air Act 1993 and Highways Amendment Act 1986 and any subsequent Acts. And should act in compliance with CDC policies and guidance.

1. The use of fires to dispose of garden waste is strongly discouraged as smoke creates a nuisance to other plot holders and neighbours. Some sites that have site secretaries or are self-managed may have local agreements in place regarding when fires are permitted – tenants should always seek advice from their association or Site Secretary.
2. It is strictly forbidden to bring waste onto an allotment site for burning. Compostable material must not be burned, other than in the case of diseased plants. Recyclable material should not be burned.
3. Fires should be built on the same day as they are lit to prevent harm to small mammals which use unlit bonfires as habitat.
4. Fires must not be burnt between March - October, unless otherwise agreed with Doncaster Council or site secretaries.
5. The amount of material burned must be kept to a minimum. Where possible use alternative methods of disposal such as a household waste recycling centre.
6. The duration of any fire should be minimised. Fires must be of a manageable size, and never left unattended. Fires must be fully extinguished before the plot holder leaves the site.
7. In order to reduce the nuisance of smoke: Keep smoke to a minimum by only burning dry waste. Consider wind direction in order that smoke does not cause a nuisance to residents of nearby properties. Never burn items that produce noxious smoke such as plastics, vinyl, rubber etc
8. The Council reserves the right to prevent any fire from being ignited and waste being burnt.

**(x) Water**

(i) Water Butts - The Tenant shall where reasonably practicable to do so install water butts to collect rainwater. The tenant shall ensure that baths are not used as water butts on any part of the Allotment Gardens and that anything else used as a water butt is fit for that purpose and has a lid or other cover on it.

(ii) Doncaster Council reserves the right to amend water charges to any plot holder found to be misusing or abusing the supply. The charge for water rates is based on an usage divided equally by the total number of tenanted plots on each site and there will be a minimal standing charge to contribute towards the maintenance and repair costs of the communal taps.

1. Responsible use of water and the use of mulch to reduce water loss is encouraged.
2. Leaks or damaged infrastructure should be reported immediately.

**(y) Health & Safety**

(i) The Tenant shall be solely responsible for their own Health & Safety when on the site and also for any visitors or guest they bring onto the site;

(ii) The Tenant shall not undertake any tasks for which they are not properly able and equipped;

(iii) The Tenant shall keep their plot, including sheds and other structures in a safe and tidy condition to the reasonable satisfaction of the Council. (The Council’s risk assessment for all site users is available to view on request);

(iv) The Tenant shall immediately report to the Council any safety defects in communal areas/boundaries/fencing/gates.

**3. Grant Applications and Accounts and Insurance**

1. Where the Tenant is a community group or other project they shall not make any grant applications for external funding without the prior written approval of the Director. They shall keep accounts providing a copy thereof to the Council upon request and supply a copy of an audited financial statement to the Council annually upon request, and shall maintain public liability insurance cover of a suitable limit with a reputable insurer complying with the insurer’s requirements and providing a copy of the insurance policy and schedule thereto to the Council on request.
2. All community groups or other projects using the Allotment must have up to date Risk Assessments and Safe Working Practices which are adhered to at all times.

**4. Determination of Tenancy**

The Tenancy shall be determined on the Thirty-first day of March next after the death of the Tenant or it may also be determined as follows:-

1. By re-entry after three months’ notice in writing to the Tenant in the event of the land being required for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
2. By re-entry after three months’ notice in writing to the Tenant or with shorter notice in case of emergency in the event of the land being required by the Council for any purpose (not being use of the land for agriculture) for which it was acquired or has been appropriated under any statutory provisions.

(c) By re-entry by the Council after one month’s notice:

(i) If the rent is in arrear for more than 40 days whether legally demanded or not.

(ii) If the Tenant has not remedied a breach of any his obligations under this Agreement within 28 days of being required to do so by the Council

(iii) If the Tenant becomes bankrupt or enters into a composition or other settlement with his creditors

(e) By re-entry on seven days’ notice in writing to the Tenant in the event of a breach of clauses 2(c)(iii) and/or 2(c)(iv)

(f) Upon the Agreement being terminated by the Council due to the breach of any of the clauses numbered 2(c)(iii)-(iv) or 4(d)(i)–(iii) the same Tenant shall be prohibited from renting another allotment elsewhere within the Borough of Doncaster for 5 years.

**5. Compensation for crop loss**

In the event of the Council taking possession of the Allotment in accordance with Clause (a) and (b) above the Council shall pay to the Tenant such compensation for loss of crops as shall be agreed between the Council and the Tenant or failing agreement by arbitration.

**6. Variation of Agreement**

The Council reserve the right to vary the conditions of this Agreement by twelve months’ notice writing expiring on the Thirty-first day of March in any year.

Any changes will be made available to all tenants on the Council's official website at <https://www.doncaster.gov.uk/services/culture-leisure-tourism/allotments>. The Tenant agrees to abide by the most current version of the tenancy agreement throughout their tenancy.

**7. Serving of Notice**

Any notice required to be given under this Agreement shall be deemed good if signed by or serviced upon the Director on behalf of the Council and on the part of the Council sent by pre-paid post to the Tenant at his usual or last known address.

**8.** **General Tenant Obligations**

(a) The Council encourages all tenants to volunteer a minimum of two hours per year to the maintenance of communal areas of the Allotment Gardens. Tenants can fulfil this contribution by attending scheduled allotment work parties or by assisting with other site upkeep. This shared effort is vital to keeping the allotment site a safe and pleasant environment for everyone.

**9. Council Obligations**

(a) Where existing water supplies are present on the Allotment Gardens these shall be maintained by Officers of the Council. The tenant shall report any damage or faults with the water supply to the Director and upon doing so appropriate action will be taken.

(b) A suitably qualified Council Officer will inspect any trees or hedgerows on the Allotment Gardens following a request made to the Director for this service, and upon doing so appropriate action will be taken.

(c) Security padlocks will be provided for all perimeter gates, where present, on the Allotment Gardens. Standard keys for the security padlocks will be made available to the Tenant for a nominal fee.