BOWES PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT is made the……day of…….2025

BETWEEN

(1) Bowes Parish Council ("the Council") and

(2) ……Of Bowes, County Durham ("the Tenant")

NOW IT IS AGREED as follows

1. **Allotment**

1.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at Clint Gardens, Bowes, County Durham ("the Allotment Site") numbered……. on the Council's allotment plan at Schedule 1 ("the Allotment") subject to, the Rent and on the terms of this lease.

2. **Term and Notice**

2.1. The Allotment shall be held on a rolling yearly tenancy from 1 November 2025.

2.2. The Council and tenant may terminate the agreement by serving notice by e-mail or letter three months before the proposed termination date. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

2.3. The Council may terminate the agreement without notice if an invoice for rent has not been settled within 40 days or the tenant has breached any of the conditions stated in Schedule 2. The Council may elect to give the tenant one month to remedy a breach when a breach becomes apparent, contingent on the nature of the breach, any history of previous breaches and any mitigation offered by the tenant.

3. **Rent**

3.1. The Council has approved an initial Annual Rent of £ .. which is payable to the Council by the Tenant on the 1st of November each year ("the invoice date") and is to be reviewed annually.

3.2. The Tenant must pay the Annual Rent by:

3.2.1. Electronic means from an account held in the name of the Tenant to an account in the name of the Council using the bank details on the invoice; or
3.2.2. If that is not possible by cheque posted to the Council's address on the invoice.

3.3. The Annual Rent may be revised following resolution by the Council at its September meeting and one month's notice of the new rent given through publication of a news article on the Council's

website (www.bowesparishcouncil.gov.uk). The Council will consider the demand for allotments; the rate of inflation and the rent it pays the landlord before revising the allotment rent.

3.4. If three months' notice of termination is given by either party to this agreement the rent attributable to the period after the termination date will be refunded to the tenant. No refund will be due when notice is given for a breach of conditions.

4. **Cultivation and Use**

4.1. The Tenant shall use the plot as an allotment to produce vegetable, fruit and flower crops or facilitate the laying of eggs and for no other purpose. 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.)

4.2. The Tenant must cultivate, keep, and manage the Allotment:

4.2.1.In a good and tidy manner
4.2.2.so as not to injure or deteriorate it; and
4.2.3.leave it in a tidy and proper condition and in good heart at the end of the tenancy.

4.3. The Tenant must keep the Allotment free of hazards, e.g., broken glass or scrap metal etc. and free from weeds and noxious plants with adequate manure and liming.

4.4. The Tenant must keep the Allotment free from all rubbish and litter and make proper arrangements for the disposal and removal of all rubbish and litter.

5. **Prohibition on Sub letting**

5.1. The Tenant shall not transfer, underlet, assign or part with possession of the Allotment or any part thereof or grant or purport to grant any right, interest, licence, or easement in or over or under the allotment.

5.2. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot, providing this access is free and the other person complies with the conditions in Schedule 2.

6. **Conduct**

6.1. The Tenant must comply with the conditions of use attached as Schedule 2.

6.2. The tenant must always conduct himself or herself appropriately. The Allotment may not be used for any illegal or immoral purposes.

6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site, or obstruct or encroach on any path set out by the Council for the use of the occupiers of the allotment. The tenant may only enter another tenant's allotment with their permission.

7. **Termination of Tenancy**

7.1. The tenancy of the Allotment Garden shall terminate automatically on the Invoice Date next after the death of the Tenant, except in cases of joint tenancy.

7.2. 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.

7.3. The tenant must either remove any structures such as sheds, greenhouses, and poly-tunnels from the allotment by the termination date or agree to donate them to the Council. The Council has no obligation to accept a donation.

7.4. Any equipment or belongings left on the allotment at the end of the tenancy will be made available to the new tenant or if they are not wanted, disposed of by the Council at the old tenant's expense.

8. **Observance of Conditions of Lease**

8.1 The Council will undertake at least two unannounced inspections per annum to ensure that the conditions of this lease are being complied with any inform the tenant promptly of any breaches.

9. **Change of Address**

9.1. The Tenant must immediately inform the Council of any change of address or e-mail address.

10. **Indemnity**

10.1. 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.

11. **Third Party Rights**

11.1. This agreement does not create, confer, or purport to confer any benefit or right enforceable by any person who is not a party to it except that a person who is a permitted successor to or assignee of the rights of a party to this agreement is deemed to be a party to this agreement. In the case of joint tenancies each tenant is jointly and severally liable for the rent and conditions of this agreement.

Signed by the Council

Ross Woodley, Clerk and Responsible Financial Officer on behalf of Bowes Parish Council

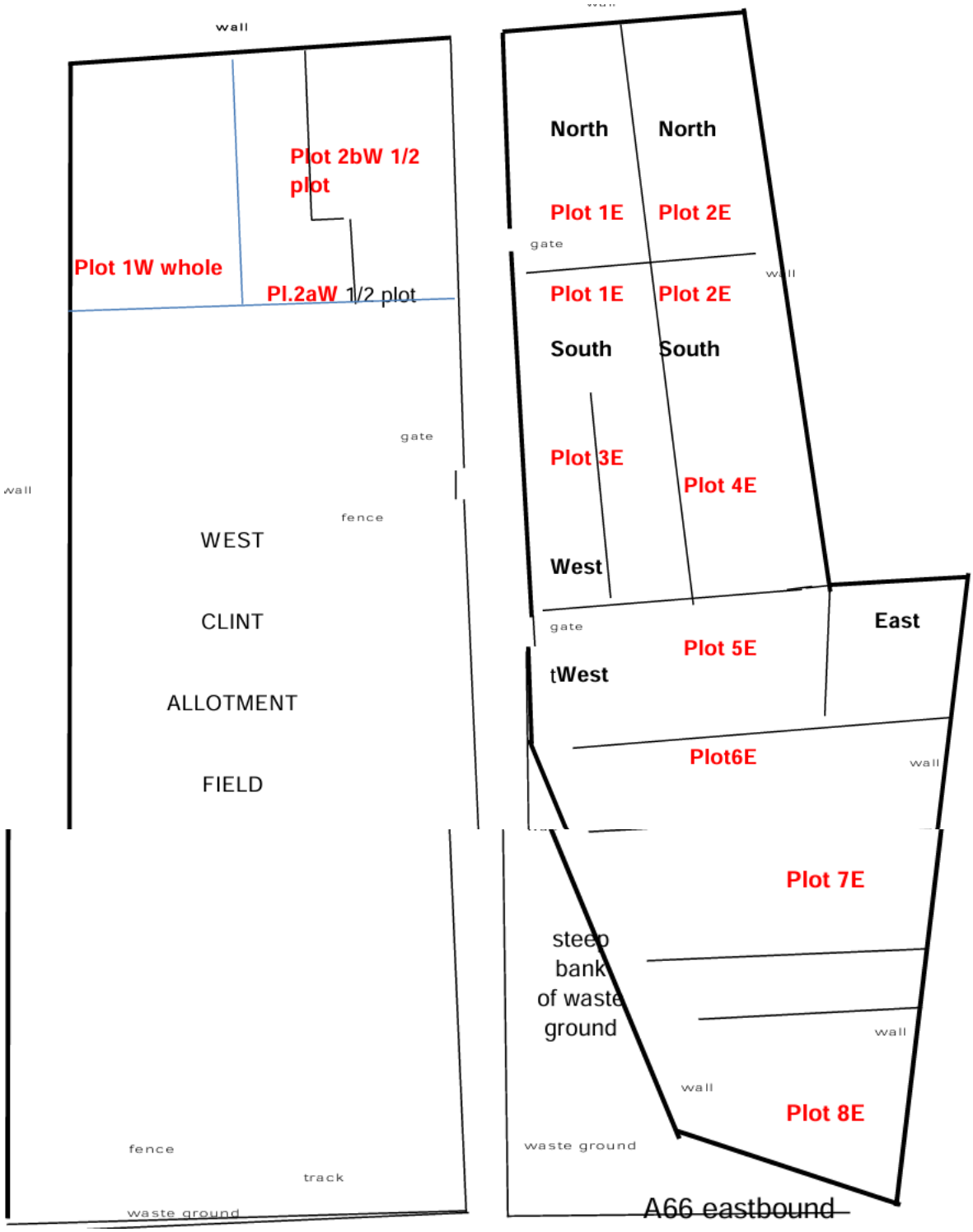
Date

Signed by the Tenant

Date

SCHEDULE 1

Allotment Plan



SCHEDULE 2

Conditions of Use

1. Introduction

1.1. The Lords in Trust of the Manor of Bowes (the landlord) own the freehold to Clint Gardens Allotments and lease the land to Bowes Parish Council. As the Council do not legally own the allotments the allotments are '*private'* rather than *'statutory'*.

1.2. This means that allotment leaseholders do not have to follow statutory rules for allotments but they do have to follow the conditions set out in the headlease between the landlord and the Council.

1.3. The Council is also permitted to set its own rules to ensure the allotments remain in an acceptable condition. These are outlined in previous tenancy agreements and have been subject to consultation when they were introduced or significantly amended.

1.4. This 2025 tenancy agreement does not significantly change the rules already in place but clarifies them and distinguishes between conditions of the headlease and conditions set by the Council.

2. Conditions of the headlease

2.1. The Tenant shall allow the landlord and Council access to the allotment site to exercise their responsibilities in respect of this agreement and the headlease. This includes allowing the landlord the right to extract and remove minerals, stones, sand, gravel, clay and timber from the site. The tenant must not remove any of these from the allotment site.

2.2. Tenants must cultivate the land so it is free of weeds, any grass is regularly cut and hedges and trees trimmed.

2.3. Tenants must not erect any permanent building or structure without the written consent of the landlord.

2.4. Tenants must not plant any trees, shrubs or bushes other than fruit trees or cut down or prune any existing trees.

2.5. Tenants must not cause any nuisance or annoyance to the landlord, the Council or other tenants.

3. Conditions set by the Council (see also the Council's policy for managing the allotments at Schedule 3)

3.1. The Tenant shall not keep any animals on the allotment, except for laying hens which must be kept in secure accommodation (no cockerels).

3.2. The Tenant shall not keep or store on their allotment any equipment or material, which in the opinion of Bowes Parish Council will not be used for gardening purposes and will have to be removed.

3.3. The Tenant shall not cultivate land within 2m from any dry-stone walling or engage in any other activity likely to undermine the walls.

3.4. The Tenant shall not obstruct any path set out by the Council for the use of the occupiers of the allotments.

SCHEDULE 3

Allotment Policy

1. The Council will normally only offer allotment tenancies to individuals who, on the start date of the tenancy, are living within the Parish of Bowes, are a minimum of 18 years of age and who have not previously had an allotment tenancy terminated by notice to quit within the previous 5 years. Furthermore, if a tenant moves outside of Bowes Parish Council they will be required to give up the tenancy of their allotment at the end of the growing season (i.e. the end of October of the year they move out of the Parish).

2. An exception to the rule of living within the boundaries of Bowes Parish may be granted at the discretion of the Council if there are long-term vacant plots, no Bowes residents on the waiting list willing to take them on but interested residents from neighbouring parishes.

3. When a plot becomes available, the Clerk will offer it to the person who has been on the waiting list for the longest period. Waiting list applicants can decline a plot they are offered; however, if they decline a second plot, they will be removed from the waiting list, unless there are no others on the waiting list. Where an applicant declines the offer of a plot, BPC will then offer the plot to the next individual on the waiting list.

4. The Council requires tenants and waiting list applicants to keep the clerk informed of any changes in their contact details. If the Council is not kept informed, any communication sent to the last provided e-mail address/postal address will be deemed to have been delivered to the individual it was intended for. The Clerk should be contacted at clerk@bowesparishcouncil.gov.uk

5. In accordance with Paragraph 2.2 of the tenancy agreement the Council may terminate the tenancy without notice when a breach of conditions has occurred. Tenants who fail to respond to a notice to quite or vacate their plot within a minimum of 28 days will be evicted. However, in cases of minor breach the Council will first issue an informal reminder of their obligations either in person or by e-mail. If a follow up inspection finds the issue unresolved, they will then receive a formal warning giving them one month to remedy the issue or face immediate eviction. Tenants will also be evicted without notice if they have received three informal reminders or formal warnings within a two-year period.

6. The Council will publish the template allotment tenancy agreement including the conditions of use and allotment policy on its website. It will review the agreement at least every five years and approve it at a council meeting. If any significant changes are proposed the Council will consult with allotment holders giving them three weeks to reply before approving the revised document.