

THIS AGREEMENT is made the day of 20

BETWEEN

Colden Common Parish Council being The Trustees of the Colden Common Allotment for Labouring Poor (Registered Charity 235906) and

[_____] of [_____] (“the Primary Tenant”)

[_____] of [_____] (“the Secondary Tenant”)

These Allotments are managed on behalf of Colden Common Allotment for Labouring Poor by Colden Common Parish Council. The Parish Council is the sole Trustee of the Charity. The allotments are let by the Trustees to the Parishioners of Colden Common.

1. In this Agreement

1.1. *Unless the context otherwise requires the following terms shall have the meanings specified:*

1.1.1. *the Plot” means the allotment garden details of which are set out in Schedule 1*

1.1.2. *the Allotment Site means the allotment site at Hill Lane Colden Common*

1.1.3. *“the Council’s Covenants” means the covenants conditions and provisions (if any) contained in the Conveyance Lease or Agreement under which the Council holds the Allotment Site and which affect or govern in any way the user of the Plot by the Tenant permitted by this Agreement*

1.1.4. *the Rent” means the amount set out in Schedule 1 or such other annual sum as the Council may from time to time determine in its absolute discretion as the annual rent to be paid for the Plot*

1.1.5. *“the Rules” means the rules set out in Schedule 2*

1.1.6. *“the tenancy” shall mean the tenancy granted by this Agreement*

1.1.7. *“joint tenancy” means the terms of this agreement apply jointly and severally and the term tenant is deemed to apply to all signatories to this agreement*

1.1.8. *“Primary Tenant” means the tenant must reside within the Parish of Colden Common.*

1.1.9. *Where there is a joint tenancy, “Secondary Tenant” means the tenant must reside within the Parish of Colden Common.*

1.2. *Words in the singular include the plural and vice versa and words importing one gender include any gender*

1.3. *Covenants by any party which includes more than one person shall be deemed to be joint and several*

1.4. *References to clause numbers or Schedules are to the relevant clause of or Schedule to this Agreement*

2. *The Council lets and the Tenant takes as from the day of 20 for a fixed period the Plot subject to the provisions of this Agreement and the Council’s Covenants to end the 30th day of September following the date of this Agreement renewable annually at the sole discretion of the Council*

3. *The Rent shall be paid by the Tenant to the Council in advance on the first day of October or Association AGM in every year the first such payment being due on the date of this Agreement*

3.1. *Any rent increase shall be subject to 3 months’ notice and effective from the 1st October and paid by the tenant on or before the date of the Association AGM*

3.2. *The Council shall pay all rates and other outgoings in respect of the Plot*

4. *The Tenant hereby agrees with the Council as follows:*

4.1. *To comply with all provisions of this Agreement*

4.2. *To comply with all of the Rules*

4.3. *To hold no more than 10 rods in total of allotments acquired.*

5. *The tenancy shall continue on an annual basis until determined in or by any of the following manners or events:*

5.1. *On the death of the Tenant or such later date as may be agreed in writing at the sole discretion of the Council with the Tenant’s heirs successors or executors*

- 5.2. *By the Tenant giving to the Council not less than one week's notice in writing at any time*
- 5.3. *By the Council giving to the Tenant one months' notice in writing expiring on or before the sixth day of April on or after the twenty-ninth day of September in any calendar year*
- 5.4. *By the Council giving three months' previous notice in writing to the Tenant due to the Plot being required by the Council:*
 - 5.4.1. *for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or*
 - 5.4.2. *for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes*
- 5.5. *By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant: -*
 - 5.5.1. *if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or*
 - 5.5.2. *if it appears to the Council that there has been a breach of the covenants and agreements on the part of the Tenant in this Agreement contained and provided that if such breach be of the Rules at least three months shall have elapsed since the commencement of the tenancy; or*
 - 5.5.3. *if the Tenant shall become bankrupt or compound with the Tenant's creditors*
- 5.6. *Upon Termination the tenant must give up possession and use of the allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any work be required to return the allotment to a workable condition the existing Tenant will be charged to bring the plot into an acceptable standard. Any personal items or building structures remaining on the plot at the termination of the tenancy will be assigned to any new tenant or removed with the cost of removal being charged to the existing tenant. If the tenancy is ending due to the death of the Tenant then the Council would not ordinarily seek to recover any costs. In this case a refund for the remaining period of the tenancy will be offered.*
6. *Any notice under this Agreement to be given by the Council may be served by being left at or sent to the last known place of abode of the Tenant or by email or by being left in some conspicuous place on the Plot*
7. *Any notice required to be given to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid letter to the Parish Clerk Colden Common Community Centre*
8. *Where there is a joint tenancy, the Primary tenant must reside within the boundary of the Parish of Colden Common both on application and during the tenancy. Where the Primary Tenant ceases to reside in the Parish of Colden Common, their entitlement to an allotment shall cease and they will be required to yield up the allotment.*
9. *Where there is a Joint Tenancy, the Secondary Tenant must reside within the boundary of the Parish of Colden Common both on application and during the tenancy. Where the Primary Tenant ceases to be a resident of Colden Common, their entitlement to an allotment shall cease and they will be required to yield up the allotment. The Secondary tenant will also be required to yield up the allotment when the Primary Tenant ceases to be entitled to the allotment, unless the Secondary Tenant meets the current requirements of being a Primary Tenant and has held the joint tenancy for a longer period of time than the current waiting time for the allotment site for this tenancy at the date on which the Primary Tenant ceases to be entitled to the allotment.¹*

¹ Notes: Avoid queue jumping.

Schedule 2 - Rules

Payment

1. To pay the Rent at the time and in the manner aforesaid

Communication

2. To inform the Council forthwith of any change of the Tenant's address and email address
3. Tenants must keep the Council & Association informed of their current address and email at all times and remain subscribed to the newsletter
4. To inform the association in advance of any situation that means you are unable to look after your plot

Plot Conditions

5. To keep the Plot clean free from weeds and in a good state of fertility and soil enrichment (eg manure) and cultivate for the production of vegetables and fruit for the consumption by the Tenant, their friends & family. It is not sufficient to simply clear weeds without using the area for the purpose as described in this clause.
6. The Tenant shall cultivate the allotment in a workmanlike manner as to **one quarter** of the Plot within a **period of three months** from the date of commencement of the tenancy and as to **three quarters of the Plot** within a **period of twelve months** from the said date of commencement and subsequently the whole of the Plot to be cultivated each calendar year
7. To keep all paths adjoining the Plot free from weeds accumulations of rubbish and equipment and not to deposit weeds rubbish or equipment on any other part of the Allotment Site other than in skips/containers provided for that purpose or other designated area or your own composting bins
8. To keep all grass paths adjoining the Plot cut and kept as grass.
9. To observe and perform as regards the Plot such Council's Covenants as have been notified to the Tenant in writing on or before the date of this Agreement as well as any other special conditions which the Council considers necessary from time to time to preserve the Plot from deterioration and of which notice in writing shall be given to the Tenant
10. To permit the Council by its officers' servants or duly authorised agents to enter upon and inspect the Plot at any time without prior notice
11. Not to interfere with or remove any existing or future hedges fences walls pathways or boundary marks other than with the written consent of the Council but to maintain and repair the same (so far as they adjoin the Plot) and to keep all ditches adjoining the Plot properly cleansed
12. The tenant shall not cut lop fell any trees growing or overhanging their allotment
13. Where a tenant has an allotment at the edge of an allotment site, to keep the space between the allotment and the allotment site boundary free from weeds accumulations of rubbish and equipment, except for compost bins and storage containers which they own and allow with permission allotment bins and storage containers belonging to other tenants

Do's & Don'ts

14. Not to plant trees of any description without the previous written consent of the Council (except that this paragraph shall not prevent the Tenant from planting domestic fruit bushes or trees on dwarfing root stock)
15. Not to deposit or allow other persons to deposit refuse on their allotment or any part of the allotment field and refuse weeds other vegetable or plant matter or mineral **alien** to the allotment field. Disposal of refuse or other material derived from within the boundary of the allotment field will be permitted only within an area or receptacle provide for the purpose such as a compost bin for example.
16. Not to cause or suffer nuisance or annoyance to the Council or the occupier of any other allotment at the Allotment Site nor to obstruct any path road or accommodation way on the Allotment Site
17. Not to place or use barbed wire for a fence adjoining any path road or accommodation way on the Allotment Site
18. Not without the previous written consent of the Council to fell or remove any timber or logs or other trees at the Allotment Site nor to take sell or carry away any mineral gravel sand or clay nor permit any other person to do so
19. Not without the previous written consent of the Council to erect or maintain any fence or hedge or other partition on or around the Plot

20. *Not to erect any building other permanent structure on the Plot*
21. *Not to keep on the Plot animals of any description pigeons or bees. The tenant visiting their plot with a dog is required to lead it by a leash and keep it fastened up whilst there*
22. *Not to erect any notice or advertisement on the Plot or the Allotment Site except those as determined by the association*
23. *Not to affix any hosepipes to the taps administered by the Council at the Allotment Site other than in accordance with such rules as the Council may establish from time to time*
24. *Not to light any bonfire anywhere on the Allotment Site other than in accordance with such rules as the Council may establish from time to time currently between 1st April and 31st October*
25. *Not to use strimmers or any other noisy equipment before 10am and after 5pm, and Sunday afternoons and Bank Holidays.*
26. *Not to use the Plot or any part thereof for the purpose of a trade or business and in particular not for the sale of any of the fruit or vegetables grown on the Plot except where such sale is for the benefit of the Allotment Association*
27. *To observe and perform any other special condition which the Council considers necessary to preserve the Plot from deterioration and of which notice shall be given to the Tenant in accordance with Schedule 1 clause 6*
28. *Not to assign underlet or part with the possession of the Plot or any part thereof*

Joint Tenancy

29. *Joint Tenancy of the allotment is permitted under certain conditions*
 - a. *Sharing is done on the basis of a 50/50 effort with the following exceptions*
 - i. *Consideration is taken into account where there is a disability or medical condition.*
 - b. *A 0/100 split is not acceptable where either the Primary or Secondary tenant does not contribute at all*
30. *Family Sharing Plots follow the same rules as stipulated in (29)*
31. *A Tenant may be required to enter a Joint Tenancy in the event of the Tenant suffering a medical condition but still wanting to participate in cultivating the plot.*

Health & Safety

32. *To protect from injury or damage all fences and gates at the Allotment Site which are the responsibility of the Council*
33. *The Tenant is responsible for maintaining the allotment in good condition and for ensuring any person present in the Allotment with or without the Tenant's permission does not suffer personal injury or damage to their property.*
34. *The Tenant is expected to take all reasonable precautions to comply with this responsibility including reading the health and safety guidance document and communication of guidance contained within to all those that may assist the Tenant on their allotment. For example, safe storage of tools and chemicals and the immediate removal of any hazardous objects such as broken glass.*

Environment

35. *The Tenant shall not plant or otherwise cause to grow any invasive non-native currently listed schedule 9 of the Wildlife and Countryside Act 1981 or listed by the EU regulation on Invasive Alien Species 2015. Any Tenant finding evidence of an invasive non-native plant should contact the Parish Council.*
36. *Not to use sprays harmful to protected wildlife, weed killer or herbicide on any path road or accommodation way adjoining the Plot nor on any part of the Allotment Site*
37. *If a protected species of animal or reptiles found on the Allotment the Tenant shall abide by the law concerning disturbance or protection of such species. Guidance for specific species subject to protection shall be found from the Council.*
38. *Bees are given the same level of protection even though they are not currently a protected species and any nest found should be notified to the council.*

Telling you about Changes

39. *Advance notice will be given where changes to this agreement are to be made on an annual basis giving you time to think what you want to do. If worst came to worst and you really didn't like something, you will have time to remove your crops and possessions and give up the allotment.*

40. You give the Council and Association permission to use and pass your email to another allotment tenant when you wish to communicate with them.
41. If you wish to join the Association's WhatsApp group, you give permission to share your name and mobile phone number to other participants in that group.
42. If you wish to communicate to other tenants via the Association newsletter, upon contacting an association committee member you give the association permission to publish your email address in that newsletter.
43. You give permission to the Association to send you important information via newsletters.
44. The tenant / joint tenants acknowledge and agree to the Privacy Notice.

Privacy Notice

When you contact Colden Common Parish Council and / or Colden Common Allotments Association your comment / complaint / request will be shared with the relevant officer and Association Committee members. It may also be discussed in Council but only in general terms - your details will be kept private during any such discussion.

Your trust is very important to us. Colden Common Parish Council & Colden Common Allotment Association is committed to protecting the privacy and security of your personal information. Both organisations will only use any personal data provided by you for the purposes of the services provided by the Council and Association, or should we need to get in touch with you. The personal data could include your name and contact details, such as phone number, address or email address, and the reason for your contact in the first place.

The Parish Council & Colden Common Allotment Association is the 'data controller' of this information. This means that both decides what your personal information is used for, and the ways in which it is processed. The legal basis on which both organisations processes your personal information includes consent, contractual and public task, depending on the reason for your contact. For example, those wishing to have an allotment plot must sign a contract, and we must be able to contact them to ensure the smooth running of the allotments

Your data will only be shared securely with officers, Councillors, Allotment Association Committee members and Council approved contractors where necessary. We do not share your data with any other third parties.

If you have any questions about how Colden Common Parish Council and Colden Common Allotments Association handles your personal information, please contact clerk@coldencommon-pc.gov.uk. You will also be able to find out more information about how the Parish Council processes your information. If you wish to exercise your data protection rights in relation to the personal data we hold about you, please contact the Clerk by emailing clerk@coldencommon-pc.gov.uk.

If you raise a complaint with Colden Common Parish Council and/or Colden Common Allotments Association about the way it has handled your personal information, you are also entitled to lodge a complaint with a supervisory authority. In the UK, the supervisory authority is the Information Commissioner's Office (ICO), which can be contacted at: <https://ico.org.uk/concerns/>.