



**AN AGREEMENT** for 2026 - 2027 made between Lynemouth Parish Council (herein called "the Council") and (called "the tenant(s)")

Of (address)

- 1.** The Council shall let to the tenant for him/her to hold as tenant from year to year the allotment garden Number(s):  
provided by the Council as detailed in the allotment register.
- 2.** The tenant shall pay a yearly rent which is reviewed annually whilst setting the Lynemouth Parish Budge the amount for 2026/2027 is £60 per Plot and £30 for a ½ plot. Rent is due no later than 1<sup>st</sup> March 2026. A full year's rent being due in the year of commencement (at the discretion of the Council). Failure to pay the rent will be a breach of the tenancy agreement and cause termination of the agreement.
- 3.** The tenancy may be terminated by either party to this agreement serving on the other not less than 1 months' written notice.
- 4.** New tenants (other than those former NCB tenants at the time the allotments were purchased by the Council) [pre-1995] shall reside within the Parish of Lynemouth during the continuance of the tenancy. Should a tenant move from the Parish the tenancy will automatically be ended and the tenant shall have 1 month to vacate the allotment before it is re-let.
- 5.** Tenancy rules, failure to comply will result in a warning or notice to quit:
  - a)** the tenant must display a sign with the plot number, the sign to be fixed on or by the plot gate/gate post no later than the 1st March 2026 and at all times through the year. The lettering/numbers must be no smaller than 50mm in height. Any tenant failing to comply with this instruction by 1st March 2026 will not be able to renew their tenancy for the year 2025/2026 and any rents paid will be refunded and 30 days' notice given to quit.
  - b)** the tenant must keep the allotment garden in a clean, decent and good condition and properly cultivated.
  - c)** The tenant must not cause any nuisance or annoyance to any other tenant.
  - d)** The tenant must not sub-let any part of the allotment.

**e)** The tenant must not erect any building or structure on the allotment without first providing details of the building (size/drawings) and obtaining written permission from the Council and planning permission must be sought and obtained from the planning authority (currently Northumberland County Council). All buildings must be kept in good and sufficient state of repair.

**f)** The tenant must not park any vehicle or caravan on the allotment plot.

**g)** The tenant must maintain in decent order all fences and ditches bordering the allotment and shall keep trim and keep in order all hedges forming any boundary of the allotment.

**h)** The tenant must first obtain the written permission of the Council before cutting or felling any tree on the allotment.

**i)** The tenant must use the allotment for its proper purpose only, (on garden allotments) namely the cultivation of fruit, vegetables and flowers for domestic use by the tenant or (on horse allotments) for the grazing of the tenant's own horse(s).

**j)** The tenant must permit the inspection at all times by any Officer or Member of the Council or their representatives.

**k)** The tenant must not obstruct or permit obstruction of any paths in the allotments for the uses of tenants.

**l)** The tenant must not dispose of waste on the allotments. All waste must be properly disposed of. There must be no fly tipping or dumping of waste, including horse manure, in and around the allotments.

**m)** The tenant must not use the allotment for the conducting of any trade or business.

**n)** The tenant must inform the Council of any change of address.

**o)** The tenant will be responsible for any guests and their subsequent actions. Any child under the age of 16 must be accompanied by a responsible adult.

**p)** The tenant will be permitted to have small bonfires on plots for the purpose of disposing of organic material only (no burning of tyres/plastics/polystyrene etc is permitted and tenants must not bring material onto site for burning). Tenants will be responsible for ensuring that such bonfires do not cause a nuisance to other plot holders or neighbours.

**q)** The tenant must park within defined parking areas only (where these are provided) and use the site roadway for unloading purposes only.

**r)** The tenant and any guests must lock the barrier on entering and leaving the site.

**6.** The Council shall pay all rates, taxes, dues or other reasonable assessments which may at any time be levied or charged upon the allotments.

7. The Council shall have the right to refuse admittance to any person other than the tenant. If a tenant requires a designated helper written permission must first be obtained from the Council. The name and address of the designated helper must be provided to the Council.

8. If the tenant is in breach of any of the provisions of the agreement for a period on 1 month or longer the Council may re-enter the allotment and the tenancy will be at an end. The tenant will be given 1 month to vacate the allotment before It is re-let. The Council retains the right to claim damages for any breach of tenancy or to recover any rents or costs incurred in ending the tenancy, clearing the allotment or preparing for it to be re-let.

9. The Council shall be 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 fertility.

10. Where the tenant holds the allotment on a joint tenancy then on the death of one tenant the tenancy shall pass to the survivor. The tenancy will not pass to a family member.

11. On termination of the tenancy by the Council (but not where there is a breach of the tenancy agreement), the tenant shall be entitled to receive such compensation as is provided by the allotment Acts 1908 to 1950. If the tenant receives or is promised any compensation by any incoming tenant of the allotment the tenant must give details to the Council before claiming any compensation from it.

12. Any general correspondence regarding the allotment will be sent by second class post to the address held by the Council.

13. Any notice to be given by the Council regarding the termination of the tenancy will be sent by recorded delivery or delivered by hand to the address held by the Council.

14. Tenants must address any correspondence regarding the allotments to the Clerk to the Council.

15. Horses kept on Parish Council allotments from 9th June 2016 shall be electronically chipped and have a valid and up-to-date passport. The Parish Council will work closely with Northumberland County Council's Animal Welfare Officer and make regular inspections with them to ensure the welfare of horses kept on council allotments.

16. **WATER CONSERVATION/USAGE:** Tenants with an allotment(s) with outbuildings and or stables etc are requested to have a system in place for the collection and storage of water to be used for watering gardens and for livestock.

17. **SNARES:** Any snares or wire nooses used to trap animals, either legal or illegal, are banned from the site.

18. **PESTICIDES:** Please keep the spraying of pesticides, herbicides, insecticides, fungicides to a minimum and where possible use sprays approved by the Soil Association.

19. **PEST CONTROL ON ALLOTMENTS:** Tenants are responsible for the upkeep of their own plot. This includes adhering to the Prevention of Pests Act, which states that an allotment tenant is responsible for keeping the land free of rats. The Parish Council can, assist with

vermin control for a fee, for more information please contact the Parish Clerk. Allotment tenants must respect the safety of other users of the allotment site and must not use any firearms, including air guns, on the allotment site.

**20. RULES APPLICABLE TO THE KEEPING OF ANIMALS ON THE ALLOTMENT SITE:** A copy of the policy document is available separately.

**21. LIVESTOCK:** The Parish Council permits fowl (and rabbits) to be kept on allotment gardens as long as they are for the tenant's own personal use and are registered with "defra" and not for business or profit. The Parish Council permits horses, ponies, and donkeys to be kept on plots categorised as an equine or 'horse allotment' as long as they are for the keeping of horses, ponies, and donkeys and not for business of profit.

**22. DOGS ON THE ALLOTMENTS:** All dogs must be on a leader and you must clean up after your dog and no dog breeding.

**23. ALLOTMENT TENANCIES:** Tenants are usually not able to have more than two plots per person. Any exceptions to this rule are considered on a case-by-case basis taking into account location and any access issues.

**24. UNAUTHORISED TAPS:** Some allotment plots have existing taps which are recorded and permitted. Any unauthorised installation of water taps on individual plots will warrant instant termination of a tenancy.

**25. Main gate key** – can be purchased for £12. This key must not be given to third parties and must be returned on termination of this agreement.

**26.** Questions arising for which no provision is made in these rules will be referred to the Parish Council whose decision will be final.

I acknowledge that the existing gate and fence to the above-named plots, or a replacement of the same quality, must be left in place at the end of the tenancy, as well as any pre-existing stable and outbuildings.

SIGNED:  
[Tenant]

SIGNED:   
[Clerk to the Council]

Dated:

Dated: 01/10/2025