



EGGLESCLIFFE & EAGLESCLIFFE COUNCIL

**ALLOTMENT TENANCY
MEMORIANDUM OF AGREEMENT
(Reviewed April 2026)**

AN AGREEMENT made theday of
BETWEEN the Parish Council of Egglecliffe
(hereinafter called the Council) &

FIRST NAME: _____

SURNAME: _____
(hereinafter called the Tenant)

ADDRESS: _____

POSTCODE: _____

EMAIL: _____ / TEL NO: _____

WHEREBY – The Council agrees to let and the Tenant agrees to take on a yearly Tenancy from the 30th day of September, the allotment garden number in the Register of Allotment Gardens at Egglecliffe Village/Eliff's Mill at the yearly rent of £..... payable in advance and subject to annual review.

- **Tenancy is offered initially for a probationary period of 3 months, and new tenants are required to pay £100 bond.**
- **At the end of the 3 month probationary period the allotment garden will be inspected by Council Members of the Allotment Management Committee and should the allotment be found in a condition which contravenes Rule 1.3 of this Agreement then consideration will be given to terminating the Tenancy. The decision of the Allotment Management Committee will be final and binding however consideration will be given to extending the probationary period in the event of inclement weather and any other mitigating circumstances.**
- **Upon tenancy termination the bond will be returned to the Tenant without interest subject to the allotment garden being yielded 'generally in good condition' in compliance with Rule 1.3 of this Agreement.**
- **Where the allotment is yielded in such condition as not in compliance with Rule 1.3 of this Agreement: in such cases, when the tenancy is determined by either party, the bond will be not be returned to the Tenant and will be retained by the Council to defray any costs involved in the restoration of the allotment to "good condition".**

RULES

- 1 The Tenant hereby agrees with the Council as follows:
 - 1.1 To pay the rent reserved in advance and as notified annually to each Tenant
 - 1.2 To use the allotment garden for no other purpose

- 1.3 a) To keep the allotment reasonably free from weeds, well manured and maintain it in a seasonal state of at least 75% cultivation, and generally in good condition.
- 1.3 b) Keep any pathway or track alongside or between gardens in a neat and tidy condition and free from obstruction or encroachment at all times.
- 1.4 Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any Officer or Agent of the Council
- 1.5 Not to underlet, assign or part with the possession of the allotment garden or any part of it without the prior written consent of the Council. However a 'Co worker can be noted on the tenancy agreement with their details and consideration given to succeed the plot.
- 1.6 Not without the prior written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.
- 1.7 To keep every hedge that forms part of the allotment garden properly cut and trimmed, all ditches properly cleansed and to protect any other hedges, fences or gates situate in the allotment field or any notice board which has been erected by the Council on or outside the site.
- 1.8 Not without the written consent of the Council to erect any building on the allotment garden including sheds/greenhouses or polytunnels. The latter two for cultivation only and not storage.
- 1.9 Not to use barbed wire adjoining any path set out by the Council for the use of occupiers of the allotment gardens
- 1.10 Not without the prior written consent of the Council to plant any trees or fruit bushes or any crop which require more than twelve months to mature
- 1.11 Not to deposit, or allow other persons to deposit, on the allotment garden any refuse or decaying matter or any other material except manure and compost in such quantities as may be required for cultivation, nor to place any such matter in hedges or ditches situate in the allotment field or adjoining land.
- 1.12 To ensure that any dog brought into the site is kept securely on a leash and not to permit any nuisance to other Tenants and to remove dog waste from the allotment site.
- 1.13 Not to keep any animals or livestock of any kind upon the allotment without the prior written consent of the Council
- 1.14 Not to erect any notice or advertisement on the allotment garden or on the Council notice boards
- 1.15 The Council shall have the right to refuse admittance to any person other than the Tenant or a member of his family to the allotment garden unless accompanied by the Tenant or a member of his family. A Tenant will not give permission for someone to visit the allotment in his/her absence without prior written consent from this Council
- 1.16 In case of a dispute between a Tenant and any other occupier of an allotment garden, this shall be referred to the Allotment Representatives on site who will raise matters with the Council, whose decision shall be final.
- 1.17 The Tenant shall inform the Council of any change of address contact details immediately including email (if applicable) or Telephone no.
- 1.18 The Tenant shall yield up the allotment garden at the determination of the Tenancy hereby created in such condition as shall be in compliance with this Agreement. Where the allotment is yielded in such condition as not in compliance with this Agreement: in such cases, when the tenancy is determined by either party, a financial penalty will be levied on the Tenant to an amount that will pay for the restoration of the allotment to "good condition", using a contractor appointed by the Parish Council.
- 1.19 Any Officer or Agent of the Council shall be entitled at any time to enter and inspect the allotment garden.
- 1.20 Weather conditions must be taken into account and care must be taken when lighting bonfires, not to cause nuisance to other allotment holders, road users or nearby residents. Bonfires must be extinguished prior to the Tenant leaving the site.
- 1.21 Not to cause or allow materials to be brought onto the allotment gardens for burning or disposal.
- 1.22 The Tenant shall observe and perform any other special conditions which the Council may consider necessary to preserve the allotment garden from deterioration.
- 1.23 The tenant should have full responsibility for the actions of children accompanying them to site. Any person accompanying the tenant may not enter onto any other tenant's plot without their express permission.

2 This Tenancy shall determine on the rent day next after a Tenant moves outside the Parish boundaries or the rent day next after the death of a Tenant.

This Tenancy may also be determined in any of the following manners:

- 2.1 By either party giving to the other twelve months previous notice in writing
- 2.2 By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required for
 - a) Any purpose other than agriculture for which it has been appropriated under a statutory provision
 - b) For building, mining or other industrial purpose or for any road or sewer necessary in connection with any of these purposes.
- 2.3 By re-entry by the Council at any time after giving one months previous notice in writing to the Tenant:
 - a) If the rent is more than forty (40) days overdue following demands, or
 - b) If it appears to the Council that there has been a breach of these rules and obligations on the part of the Tenant.
- 3. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk to the Council and normally be sent by Recorded Delivery service to the last known address of the Tenant.
Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by prepaid post to the Clerk to the council.
- 4. The Council reserves the right to make additions or alterations to these rules should it be deemed necessary.

THE ALLOTMENT MANAGEMENT COMMITTEE WILL INSPECT THE ALLOTMENTS ONCE A MONTH BETWEEN THE MONTHS OF MARCH TO OCTOBER.

Management stages for breaches of tenancy.

1st Letter – to inform the tenant there is a problem with the plot, outlining the problem and instruction on required actions and 3 weeks to improve the allotment when a further inspection will be done. This may be emailed with a request to acknowledge the letter.

2nd Letter – if no improvement or action taken after the 3 weeks, a further two weeks to improve will be given. This letter should explain the Notice to Vacate consideration if no improvement or action has been taken to rectify the breach of tenancy. If no acknowledgement of the 1st letter, this 2nd letter to be posted to the tenant’s home address.

Notice to Vacate – which informs the tenant that the tenancy will be terminated in one month from the date of the letter. The notice will be sent recorded signed for delivery.

IF THERE ARE ANY EXTENUATING OR PLANNED CIRCUMSTANCES, FOR MORE THAN ONE MONTH, PREVENTING ATTENDING THE ALLOTMENT, PLEASE LET THE SITE REPS OR CLERK TO THE COUNCIL KNOW.

IN WITNESS whereof the Landlords and Tenant have signed these presents subject to the allotment rules made from time to time by the Landlords and Allotment Act of 1908 – 1950, the same day and year first above written.

Signed on behalf of the Council _____

Signed by the Tenant: _____

Date of inspection:

Site: Eggescliffe Village/Eliffs Mill Plot Number

Tenancy held since

Details of known mitigating circumstances

Condition		Yes	No	Comments
Is at least 75% of the allotment area clean, free from weeds, well manured and otherwise in a seasonal state of cultivation, fertility and generally in good condition?				
Are any pathways or tracks alongside or between the garden in a neat and tidy condition and free from obstruction or encroachment?				
Have there been complaints of nuisance or annoyance from the occupier of any other allotment garden or to any Officer or Agent of the Council?				
Are hedges forming any part of the allotment garden properly cut and trimmed?				
Is there any refuse, decaying matter or any other material except manure and compost in such quantities other than as may be required for cultivation?				

Follow up inspection required? Yes / No

Date of follow up inspection: