

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN IN GREAT LONGSTONE

THIS AGREEMENT made on the ___ day of _____ 20__ between Great Longstone Parish Council of *Village Hall, Church Lane, Great Longstone DE45 1TB* ('the Council') and

[insert full name of tenant]

of [insert tenant's address] ('the tenant')

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Main Street, Great Longstone DE45 1PA and referenced as Number ___ in the Council's Allotment Register ('the Allotment Garden'). The Allotment Gardens are within the Great Longstone Conservation Area.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of October 2026 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £___ whether demanded or not which shall be payable in full on the 1st day of October 2026 and annually on the 1st day of October in each subsequent year of the tenancy, subject to the provisions of s.10 of the Allotments Act 1950 which limits the amount of rent that may be required in advance. This amount will be increased each year by an amount equivalent to the annual rate of inflation as measured by the Consumer Price Index in July of each year. If this index should be discontinued the Parish Council may use any other similar index system that it sees fit.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by the tenant and their family.
5. The tenant acknowledges that they have read, understand and accept the statement regarding heavy metal contamination (in particular Lead) within the Great Longstone Allotment Gardens, that is included after Para 17 of this agreement.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
7. The tenant shall reside within the Civil Parish of Great Longstone during the tenancy.
8. During the tenancy, the tenant shall :
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock, poultry or other animals in the Allotment Garden without the Council's prior written consent, save that the tenant may keep hens (but not cockerels) and rabbits provided they are not kept by way of trade or business and are not kept in such a manner as to be prejudicial to health or a nuisance (s.12, Allotments Act 1950);

- d) not keep any animal requiring the Council's consent under paragraph (c) above without first obtaining that consent in writing and complying with any conditions attached to it;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;
 - h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
11. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
12. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
- a. the rent is in arrears for 40 days; or
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
 - c. the tenant has ceased to reside within the Civil Parish of Great Longstone.
13. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

14. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant. Before or upon the termination of the tenancy, the tenant may also remove any fruit trees, bushes or other improvements provided by the tenant in respect of which the tenant has no entitlement to compensation, provided that the tenant makes good any injury to the Allotment Garden caused by such removal (s.47, Small Holdings and Allotments Act 1908).
17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.
18. Additional Terms: - The following additional terms form part of this Agreement and are binding on the tenant:
 - a. Individuals may only rent a single allotment garden from Great Longstone Parish Council. If the Council decides that it has gardens with no tenant it may allow an existing tenant to use the garden on a strictly temporary basis. The use of additional gardens will be reviewed each year and will only be permitted if there is no one on the Council's waiting list.
 - b. A small number of "half" plots are available. The tenant of a "half" plot will be given first refusal if the other "half" of the plot they are using should become vacant.
 - c. Plots cannot be gifted, sub-let or inherited. The tenant's right of sub-letting is also subject to clause 8(e) of this Agreement.

Disclaimer for Great Longstone Allotment Holders Regarding Lead Contamination

IMPORTANT HEALTH AND SAFETY NOTICE

Soil Testing and Necessary Precautions

Great Longstone Parish Council wants all allotment holders to be aware of the results of soil testing carried out at the allotments site during 2025. As part of our commitment to your health and safety, these tests were conducted to assess the levels of potential contaminants in the soil.

The results indicate elevated levels of naturally occurring lead in the soil, with an average concentration that exceeds 3,000 mg/kg (equivalent parts per million). For context, the UK guideline value for lead in allotment soil is typically around 80 mg/kg, with a higher level of 200 mg/kg for residential properties with home-grown produce.

The Parish Council has a duty to provide this information so you can make informed decisions about using your allotment. While the land may not be legally defined as "contaminated land" under Part 2A of the Environmental Protection Act 1990 (as Derbyshire Dales has naturally elevated levels of some metals), a potential risk to human health, particularly for vulnerable

groups, has been identified. The Parish Council has not been able to find any evidence of harm to individuals from the existing contamination, though this does not mean that it doesn't exist.

Use of the allotments is at your own risk.

The Parish Council strongly recommends all allotment holders take basic health and safety precautions to minimise exposure to lead. The primary exposure pathway is through ingesting soil/dust (hand-to-mouth behaviour) and consuming contaminated produce.

Basic Precautions to Minimise Exposure

The UK Health Security Agency (UKHSA) and Environmental Health guidance recommends the following measures:

- **Practice good personal hygiene:** Always wash hands thoroughly with soap and water immediately after gardening, especially before eating, drinking, or smoking.
- **Wash and peel all produce carefully:** Lead accumulates in the skin of root vegetables. Thorough washing and peeling helps reduce the amount of lead.
- **Limit the consumption of certain crops:** Limit the number and variety of root vegetables grown and consumed (e.g., carrots, parsnips, beetroot). Other crops like tubers, shrub, and tree fruits are less prone to lead uptake.
- **Vulnerable groups:** Do not give produce grown on the site to children under the age of 6 years and limit the amount given to children older than 6 years and pregnant women. Children are particularly at risk from lead exposure.
- **Minimise soil dust:** Moisten dry soil before working to avoid creating airborne dust that can be inhaled or tracked into homes.
- **Wear protective clothing:** Wear gloves when handling soil and remove gardening shoes and clothing before entering your home to avoid bringing contaminated dust indoors.
- **Keep tetanus jabs up to date.**

By making use of an allotment plot, you acknowledge that you have read and understood this notice and agree to take the necessary precautions and accept the risks associated with the elevated lead levels.

For further information please contact the Parish Clerk

Signed by The tenant [signature of the Council's Proper Officer] Simon Headington, Parish Clerk For and on behalf of the Council
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