



## ALLOTMENT GARDEN TENANCY AGREEMENT

This AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ YYYY BETWEEN

- 1) Bishopstoke Parish Council (“the Council”) and
- 2) **Title; First Name; Last Name; Address** (“the Primary Tenant”) and **Title; First Name; Last Name; Address** (“the Secondary Tenant”)

NOW IT IS AGREED as follows:

### 1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take on a yearly Tenancy of plot number \_\_\_\_\_, containing approximately \_\_\_\_\_ square rods / metres (“the Allotment”), at the \_\_\_\_\_ allotment site, Bishopstoke, commencing \_\_\_\_\_, subject to the following Terms and Conditions at the yearly rent payable on 1<sup>st</sup> October each year and at a proportionate rent for any part of a year over which the tenancy may extend calculated on complete calendar months enjoyed.

### 2. CAPACITY

Where there is a joint tenancy the terms of this agreement apply jointly and severally, and the term “tenant” is deemed to apply to all signatories to this agreement.

The terms Primary Tenant and Secondary Tenant have the following meaning:

The Primary Tenant must reside within 3 miles of the boundary of the Parish of Bishopstoke both on application and during the period of the tenancy. Where the Primary Tenant ceases to reside within 3 miles of the Parish of Bishopstoke their entitlement to an allotment shall cease and they will be required to yield up the allotment. There may also be site specific residency requirements which will be published on the Council website and made known to any applicants at the time. These requirements will only be applied at the commencement of the tenancy and subsequent changes to these requirements will not affect the tenancy.

The Secondary Tenant has no residential restrictions applied. Should the Primary Tenant either give up or cease to be entitled to the allotment the Secondary Tenant

may be able to assume the Primary Tenancy of the plot. In order to do so, on the date on which the Primary Tenant ceases to hold the tenancy, the Secondary Tenant must meet the current requirements for a Primary Tenant at that allotment site and must have been a joint tenant for a longer period of time than the current waiting time for that site.

### **3. TENANT'S AGREEMENTS**

The Tenant agrees to comply with the rules and regulations set out in the "Bishopstoke Parish Council Allotment Rules" document, which will be supplied to the Tenant at the start of their tenancy and updated as necessary thereafter. This includes all policies, procedures and other documents mentioned therein, which are also expected to be complied with.

### **4. DETERMINATION OF THE TENANCY**

("Determination" means the ending of the allotment tenancy agreement)

#### **4.1 Determination on Death**

This tenancy shall determine on the death of the Tenant.

#### **4.2 Determination by Statutory Notice by the Council**

This tenancy may be determined by the Council by giving to the Tenant 12 months' previous notice in writing expiring on or before 6 April, or on or after 29 September in any year.

#### **4.3 Determination by Notice by the Tenant**

This tenancy may be determined by the Tenant giving to the Council one month's previous notice in writing.

#### **4.4 Determination Where Allotment Appropriated**

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the Allotment being required for any purpose, other than use for agriculture, for which it has been appropriate under any statutory provision or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

#### **4.5 Determination by Re-entry on Default**

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent, or any part of it is in arrears for not less than 40 days whether legally demanded or not, or if the Tenant becomes bankrupt or compounds with their creditors.

#### **4.6 Determination by Breach of the Tenancy Agreement**

A breach of any of the rules, agreements, policies and procedures applying to the allotment may result in the determination of the tenancy. Breaches related to the cultivation of the allotment will only apply once the tenancy has been in effect for at least 3 months. Where the breach is considered minor a warning letter will be sent. Repeated minor breaches will result in the determination of the tenancy. Breaches relating to non-payment of rent, trespass, theft, alienation, abuse or legal obligations will result in the immediate determination of the tenancy, with no warning letter.

When the tenancy is to be determined following a breach of the tenancy agreement the Council will give one month's notice in writing after which the Council may reenter the allotment.

#### **4.7 Termination**

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 to an acceptable standard. Any personal items or building structures remaining on the Allotment 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.

## 5 NOTICES

### 5.1 Notice by the Council

Any notice required to be given by the Council to the Tenant shall be signed on behalf of the Council by the Clerk or Assistant Clerk or any other authorised officer and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by recorded delivery service addressed to them there or by email or by fixing the same in some conspicuous manner on the Allotment.

### 5.2 Notice by 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 in a prepaid post letter to the Clerk to the Council.

\_\_\_\_\_  
Signed on behalf of the Council

\_\_\_\_\_  
Date

As the Primary Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand the residency requirements and undertake to inform the Council promptly of any change in my address.

\_\_\_\_\_  
Signed by the Primary Tenant(s)

\_\_\_\_\_  
Date

As the Secondary Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand that should the Primary Tenant cease to hold the allotment for any reason I will be also be required to yield up the Allotment unless I meet the requirements for assuming the Primary Tenancy. I undertake to inform the Council promptly of any change in my address.

\_\_\_\_\_  
Signed by the Secondary Tenant(s)

\_\_\_\_\_  
Date



# Bishopstoke Parish Council

email: [allotments@bishopstokepc.org](mailto:allotments@bishopstokepc.org)

Office: 02380 643428

## ALLOTMENT RULES

In addition to the rules set out below, there are a number of Council documents which Tenants are expected to be aware of and will need to follow and / or sign. These will all be provided to the Tenant at the start of the tenancy and are also available on the Council website ([www.bishopstokepc.org/allotments](http://www.bishopstokepc.org/allotments)).

The Council reserves the right to amend / remove / add to any and all of these documents, including the rules laid out below, at any time. Updates to these documents will be included with the annual rent letter. Any urgent changes that are necessary during the year (such as measure to control the spread of bird flu) will be displayed on both the Council website and on the noticeboards on each allotment site. Tenants are expected to check the noticeboards for these notices.

The current list of additional documents is:

Non-Cultivation Policy  
Machinery Disclaimer Form  
Health & Safety Guidance  
Information from the Site Representatives  
Information about the Allotment Association  
Agreement for Keeping Chickens Eligibility Requirements

## Section 1 – The Council

### 1 Rent

Rent is due in advance and in full annually and will cover the period from 1<sup>st</sup> October through to the following 30<sup>th</sup> September. Rent letters will be sent out during September each year.

### 2 Discounted Rate

Once the Primary Tenant reaches their 70<sup>th</sup> birthday, a discounted rate will apply from the following 1<sup>st</sup> October. Where a prior tenancy agreement exists stating that the discounted rate applies from 60 years old that will be honoured.

### 3 Rent Review

Bishopstoke Parish Council will review both the rent, the discounted rate and the age from which the discount applies annually. Any changes agreed will apply from the following rental period.

**4 Admittance**

The Council can refuse to allow any person entry to the site unless they are accompanied by the Tenant or a member of their family.

**5 Disputes Between Tenants**

Any dispute between Tenants will be referred to the Council. The Council will attempt to mediate before any other action is considered. The Council's decision is final.

**6 Change of Address**

The Council must be kept informed of any change of address of either Primary or Secondary Tenant.

**7 Yielding Up**

When the tenancy ends, for any reason, the allotment is to be left in a good condition, and with all tools, other items and any buildings removed from the site, unless agreed in writing by the Council. Any costs the Council incurs in making the allotment good the allotment before the next tenancy begins will be paid for by the outgoing Tenant.

**8 Inspections**

The Council has the right to enter and inspect the allotment at any time.

## **Section 2 – Allotment Use**

**9 Allotment Use**

A minimum of two thirds of the allotted space must be for the production of fruit or vegetables for consumption by the Tenant, their family and friends, or for keeping permitted livestock. The allotment must not be used for commercial or any other purpose. Solely clearing weeds will not be sufficient.

**10 Invasive Non-Native Plant Species**

The Tenant must not plant or allow to grow any invasive non-native plant currently listed for Schedule 9 of the Wildlife and Countryside Act 1981, or listed by the EU regulation on Invasive Alien Species 2015. If evidence of any listed plant is found then the Council must be contacted as soon as possible, and in any case within three working days.

A list of plants that require notification will be provided at the start of the tenancy and updates will be included with the annual rent letter.

**11 Trees and Bushes**

Any fruit tree, bush or vine must be kept completely within the boundaries of the allotment plot. They must not be allowed to grow taller than 4 metres (13.1 feet) and must be pruned back sufficiently below 4 metres each year to allow for growth the following season. Trees other than fruit trees are not permitted. If at any point a tree causes a nuisance to the owner or occupier of adjoining land the Tenant can be required to remove it, or the Council will remove it and pass the cost onto the Tenant.

## **12 Maintenance of the Plot**

The allotment must be kept tidy and reasonably free from weeds. The Tenant should do all they can to keep the plot free from diseased or harmful plants and pests.

## **13 Compost and Manure**

The Tenant can compost weeds or other vegetable or plant matter from their plot as long as the quantities are reasonable for their use in the cultivation of the allotment, the containers are designed specifically for composting, and the compostable items will not be exposed. Similarly, manure can be deposited on the plot provided the quantities are reasonable for the cultivation of that plot.

It is acceptable to bring compostable items, compost or manure onto the plot from outside the allotment if necessary for the cultivation of the plot.

## **14 Livestock**

The Allotment Act 1950 Section 12 permits hens and rabbits to be kept on allotments in certain circumstances. Written permission must first be given by the Council, and all related policies and agreements relating to the keeping of livestock must be followed and signed. The Council reserves the right to withdraw permission. No other livestock, including bees are permitted.

## **15 Watering Allotments**

Tenants are strongly advised to use a water butt or other receptacle designed for the purpose.

Anything used for water storage must have a fitted lid and must be regularly cleaned.

Hosepipes are banned with the exception of filling a water butt. Irrigation systems are not permitted. Any hosepipe ban in the area must be followed. If standpipes are available, they must be used considerately with other tenants. If free-standing baths are available they are only to be used for watering plots, and not for cleaning tools or washing produce.

Ponds or other areas of standing water are not permitted.

These rules are primarily designed to minimise the risk and maintain control of Legionella bacteria.

## **16 Responsibilities**

The Tenant is responsible for maintaining the allotment in a good condition and for ensuring that any person present on the Allotment with or without the Tenant's permission does not suffer personal injury or damage to their property. 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 who may assist the Tenant on their Allotment. Examples of such precautions include but are not limited to the safe storage of tools and chemicals and the immediate removal of any hazardous objects such as broken glass. It is the Tenant's responsibility to consider taking out Public Liability Insurance to cover the occupation of their allotment land.

## **17 Disease**

If disease is suspected or found on site then it must be reported to the site representatives and the Council as soon as possible and in any case in no more than three working days.

**18 Weeds**

The plot must be kept free of weeds.

**19 Sprays**

When using any sprays or fertilizers the Tenant must take all reasonable care to ensure that adjoining hedges, trees, paths and crops are not adversely affected, and must make good or replant as necessary should any damage occur. The Tenant must comply at all times with current regulations and legislation. All pesticides or chemicals kept on the plot must be stored safely and securely. Any pesticides or chemicals brought onto the Allotment are the sole responsibility of the Tenant.

The use of glyphosate is not permitted.

### **Section 3 – Buildings, Structures and Boundaries**

**20 Boundary Structures**

The Tenant must do their best to keep any hedges, fences, ditches or gates, in or enclosing the site, or in adjoining land, in decent order. Any noticeboard on site must also be looked after. Where an allotment plot is next to a residential property any structure must be placed at least 1 metre away from the boundary of the property with no windows or openings overlooking the property. The Tenant must keep the area between the allotment plot and the residential property clear.

**21 Fencing**

The Tenant must not fence any part of their plot without written permission from the Council.

**22 Buildings**

Any building must have written permission from the Council. All buildings must be placed at least 30cm (1 foot) away from any path. Connection to services is not permitted. The Tenant is responsible for maintaining the building in good condition and for the removal of the building at the end of the tenancy. Buildings that will usually gain permission include a shed, a greenhouse and a poly tunnel. Any structure erected without the Council's permission may be removed without notice with the costs being recharged to the Tenant.

**23 Sheds**

Tenants will usually receive permission for one shed on their plot. The maximum size of any shed must be 1.83m by 2.44m (6 feet by 8 feet) except for plots of 2.5 rods (63 m<sup>2</sup>) or less, where the maximum size is 1.83m by 1.22m (6 feet by 4 feet). If an old shed is to be brought on site then the Council must be informed what the roof is made of – any felt roof must be replaced with brand new felt before it is brought on site.



#### **24 Greenhouse**

Tenants will usually receive permission for one greenhouse on their plot. The maximum size is 1.83m by 2.44m (6 feet by 8 feet). Any greenhouse near a path must be shielded on the path side from potential damage that may result from stones being flicked up when the path is trimmed. Glass panels must be properly maintained including measures to protect people from broken or damaged panels prior to repairs taking place. If an existing greenhouse is too close to a path the Council may require extra protective measures or that the greenhouse is moved.

#### **25 Poly Tunnel**

Tenants will usually receive permission for one poly tunnel on their plot. The maximum size is 2.44m by 3.05m (8 feet by 10 feet).

#### **26 Taking Over From a Previous Tenant**

If tools, buildings or other items are left by one Tenant and are taken over by the new Tenant then that Tenant accepts this is at their own risk and also accepts responsibility for ensuring that any necessary repairs are made and that they are kept in a good condition going forward.

#### **27 Barbed Wire**

Barbed wire is not permitted along any path set out by the Council within the site.

### **Section 4 – Site Responsibilities**

#### **28 Pathways**

Pathways must be kept clear of plants, trees and any other materials. Temporary blocking of a path for the delivery of manure is allowed, but only with written permission from the Council. The Tenant is responsible for maintaining half the footway between allotment plots and any other verge adjoining the plot. The minimum width of the paths between allotments is 60cm (2 feet). Weedkiller must not be used on any of the footways, which are to be kept as grass.

#### **29 Protected Animal or Reptile Species**

If a protected species of animal or reptile is found on the allotment site, the Tenant must follow the law concerning the disturbance or protection of such species. Guidance for specific species subject to protection, for example slow worms, can be sought from the Council.

#### **30 Bees**

Any bees' nest found on the allotment site must be left undisturbed and the Council notified as soon as possible, and in any case within three working days.

#### **31 Fuels**

No combustible or pressurised fuels are to be stored on the allotment. There is no requirement to drain machines or tools when not in use.

### **32 Vehicles and Parking**

Parking is only permitted in designated parking spots. Some sites may allow vehicle access to certain parts of the site but this will depend on both the weather and the time of year.

Vehicles and trailers must not be left unattended and may be removed without notice by the Council with any associated costs being recovered from the Tenant.

The Council accepts no responsibility whatsoever for damage to individuals or their vehicles, or for recovery costs, for anyone using any part of the allotment site.

### **33 Dogs**

Any dogs brought on site must remain on a leash. It is the Tenant's responsibility to ensure that anyone they permit onto the site keeps their dogs on a leash. It is also the Tenant's responsibility to see that any fouling by any such dog is disposed of properly.

### **34 Children**

The Tenant must ensure that any children brought onto the site are closely supervised at all times.

### **35 Bonfires**

Bonfires should only be lit when necessary, and Tenants must attempt to keep the frequency of bonfires to a minimum.

Bonfires should only take place after 6pm when British Summer Time applies and after 4pm during the remaining part of the year. Check your bonfire for wildlife before lighting it. Only clean and dry material of vegetable origin should be burnt. On no account should materials from outside the allotment be brought onto the site and burnt.

Burning should only take place when the wind is blowing in a suitable direction which will not carry smoke towards any neighbouring properties. Check weather conditions to ensure that you will not encounter significant wind.

Bonfires must not be left unattended or left to smoulder. Tenants must ensure that before leaving the bonfire it has been completely put out.

The environmentally friendly alternative of composting should be carried out where possible. Alternatively, green garden waste can be disposed of at Household Waste Recycling Centres.

## **Section 5 – General Rules**

### **36 Nuisance and Annoyance**

The Tenant will not cause any nuisance or annoyance to other tenants on site, or to the owners or occupiers of land next to the allotment site.

### **37 Entering another Tenant's plot (Trespass)**

Tenants are not permitted to enter onto another plot without the express permission of that Tenant except in cases of emergency. In cases where a Tenant is going to be away from their plot for a while for any reason then an agreement can be reached with other tenants to maintain that plot. Any agreement must include details of who is permitted to enter the plot, and when the agreement will start and end, and must be communicated to the site representatives or the Council before it starts.

**38 Theft**

Any removal of crops, equipment or other items (including diseased crops) from another Tenant's plot without the express permission of that Tenant will be considered theft. As above, an arrangement allowing one or more other Tenant's to harvest crops from a plot can be made. Any arrangement, including the people involved and the dates covered, must be communicated to the site representatives or the Council before it starts.

**39 Alienation (Subletting)**

The Tenant is not allowed to sublet the plot, assign any part of the plot to someone else to use, or part with possession of the plot or any part of it. This includes giving permission to another Tenant to grow crops on your plot.

**40 Plot Numbers**

All Tenants must display their plot number somewhere prominent and visible on their plot.

**41 Adverts**

Tenants must not display notices or adverts on the site.

**42 Clear Access to Council Buildings**

No building, semi-permanent structure, compost heap, trellis, fruit cage or similar is allowed to be placed within 1 metre of Council buildings. This is to ensure there is sufficient access to maintain the building.

**43 Abuse**

Abuse of anyone by a Tenant or anyone they have allowed to enter the site will not be tolerated.

**44 Waste, Refuse and Removal of Material**

All waste must be disposed of responsibly. With the exception of items necessary for cultivation and composting, and manure, no other material shall be deposited within the allotment site. Disposal of waste from the allotment will be through composting, by removal from the site or by depositing it in a receptacle provided for the purpose. It is not permitted to remove timber or trees from outside the plot, nor to take, sell or carry away any mineral, gravel, sand, earth or clay without written permission from the Council.

The Tenant must not allow soil, stones, weeds or other vegetable or plant matter to be deposited by anyone within the allotment site with the exception of bringing material in to compost on their own plot.

**45 Legal Obligations**

The Tenant shall at all times during the tenancy observe and comply fully with all acts; enactments; statutory instruments; local, parochial or other bylaws; and other orders or regulations affecting the Allotment or allotment site. The Tenant is also expected to comply fully with all laws, such as Health and Safety, which may affect the use of machinery on site, and to comply with the regulations set by Bishopstoke Parish Council regarding the use of Council machinery. These regulations are displayed on the Council website and in the storage shed where the Council machinery is kept.