

**REDDITCH BOROUGH COUNCIL
ALLOTMENT TENANCY AGREEMENT**

PARTIES:

(1) The Council: **Leisure and Cultural Services**
Town Hall
Walter Stranz Square,
Redditch
B98 8AH

Contact Details:
Council Allotments Officer: Rebecca Headford
Telephone: 01527 881382
Email: parksandopenspaces@bromsgroveandredditch.gov.uk

(2) The Tenant:
Name and Address
.....
.....

Contact Details:
Telephone Daytime:
Telephone Evening:
E-mail:

THE PLOT:
Site:
Plot No.
Plot size:(Plot M2)
Mains Water YES

TENANCY START DATE:

The Council agrees to let the Plot to the Tenant for 12 months
(From the date of the signed agreement) in accordance
with the Terms and Conditions set out in this Agreement

Signed:
(On behalf of the Council)

Date:

The Tenant accepts the Plot in accordance with the Terms and
Conditions set out in this Agreement

Signed:
(Tenant)

Date:

TERMS AND CONDITIONS

1. Allocation of Allotment Plots

- 1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotment Gardens including any let before these rules came into force. They come into force on the date they are sealed.
- 1.2 Tenants must also observe any other rules or regulations which the Council makes at any time in the future.
- 1.3 Tenants must comply with all directions given by an appropriate Officer of the Council or any directions properly given by or on behalf of an Association.

2. Commencement

The Tenancy will commence on the Tenancy Start Date

3. Assignment

The Tenancy of an Allotment is personal to the Tenant. The Tenant may not assign, underlet or part with possession of all or part of their Plot

4. Rent

- 4.1 The Tenant will pay the annual rent as set by the Council ("the Rent") within 28 days of the date of the Council's invoice for the same.
- 4.2 If the rent collection is by Association the same rules apply
- 4.3 Where there is mains water to the site the charges will be in line with the Local water authority's charges per site and are subject to change. Charges for water will be assigned equally between all tenanted plots per site and shall be charged to the tenant in arrears. The charge for water is paid in addition to the rent and is not discretionary.
- 4.4 Notice of any change in the Rent will be published no later than 1 months prior to the implementation of such change both on the Council's website at www.redditchbc.gov.uk and by placing a notice at the entrance to the Site
- 4.5 Concessions are applicable in some cases. Please check the Website at www.redditchbc.gov.uk to see if you are eligible and how to apply.

5. Cultivation

- 5.1 Allotment Gardens must be kept clean, free from weeds, well manured and maintained in a good state of cultivation and fertility.
- 5.2 Where a Tenant fails to maintain a good standard of cultivation, the Council or Association will serve a "Letter of Concern" giving a specific period for improvement. Failure to improve the Plot may lead to termination of the Tenancy following a Notice of Re-Entry being issued by the Council.
- 5.3 Probationary period- We would expect a new plot holder to cultivate 50% of their plot within the 1st 6 months leading to full cultivation within the first year.

6. Use of an allotment garden:

- 6.1 The Tenant will:
 - 6.1.1 observe and perform the Terms and Conditions including any variation of the same made by the Council from time to time. Notice of any variation will be published no later than 3 months

- prior to the implementation of such variation both on the Council's website and by placing a notice at the entrance to the Site
- 6.1.2 use the Plot as an allotment garden only and for no other purpose.
 - 6.1.3 keep free from weeds and obstructions all pathways, driveways and ditches included within the Plot and maintain in good repair all fences and gates included within the Plot
 - 6.1.4 keep all hedges forming part of or directly adjacent to the Plot properly trimmed
 - 6.1.5 keep reasonably free from weeds the nearest one half in width of any pathway running between the Plot and any other Plot on the Site
 - 6.1.6 exercise a duty of care in respect of any persons coming onto the Plot (whether with the permission of the Tenant or otherwise) and report to the Council all health and safety issues in respect of the Plot or the Site of which the Tenant becomes aware
 - 6.1.7 ensure that tools, personal equipment and sheds/ lock-ups are kept safe and secure when not in use. The Council accepts no responsibility for the loss of or damage to such items nor does the Council accept any responsibility for any injury caused by such items.
- 6.2 The Tenant will not:
- 6.2.1 plant on the Plot any fruit trees or fruit bushes or any other crops requiring more than 12 months to mature without first obtaining the Council's consent in writing
 - 6.2.2 remove from the Site any mineral, gravel, sand, earth or clay without first obtaining the Council's consent in writing
 - 6.2.3 cut or prune any trees or shrubs located on any part of the Site other than the Plot without the Council's prior consent in writing
 - 6.2.4 use any carpet and underlay on the Site.

7. Hosepipes

- 7.1 Use of hoses or sprinklers is not allowed except where required to fill water containers
- 7.2 Any water butts or other water receptacles on the Plot must be kept securely covered
- 7.3 The Tenant must not siphon water from any adjoining water courses.
- 7.4 The tenant must not use water provided for any other purpose than to irrigate an allotment plot.
- 7.5 Where 1200l (and above) water containers are used, they can only be used for rain water harvesting, and must not be filled via hosepipes.

8. Bonfires

- 8.1 Bonfires may not be lit under any circumstances during the period 1 May to 31 September inclusive, out of consideration for other tenants and nearby residents.
- 8.2 Bonfires may be lit during the period 1 October to 31 April inclusive. The Tenant must compost as much garden waste created on the Allotment as possible. Any items which cannot be composted must be thoroughly dried out before burning, thus reducing smoke.
- 8.3 The Tenant must not allow any bonfire to cause a nuisance or annoyance to the occupiers of any other allotment garden or residents of any adjoining properties.
- 8.4 The Tenant must not light a bonfire within 10 metres of any perimeter fence or hedge.

- 8.5 Only vegetation from the Allotment may be burnt. The Tenant must not bring household waste onto the Allotment for disposal.
- 8.6 The Tenant must ensure that any bonfire is fully extinguished before leaving the Allotment.

9. Other Restrictions

- 9.1 Barbed wire or any other material or items which may be a hazard to other tenants or visitors must not be used or stored on the Plot
- 9.2 use the Allotment for any illegal or immoral purpose and must observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotment Garden
- 9.3 bring or use any weapons (e.g. air rifles) on to the Site.
- 9.4 No hazardous substances are to be used or stored on the Plot excluding properly regulated and certified plant protection products as defined by The Plant Products (sustainable use) Regulations 2012.
 - 9.4.1 Petrol- No more than 20 litres of Petrol can be stored at any one time.
- 9.5 No rubbish, refuse or other waste (except for a reasonable amount of manure or compost required for cultivation) must be deposited on the Plot or elsewhere on the Site
- 9.6 when using any sprays or fertilizers;
 - 9.6.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
 - 9.6.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - 9.6.3 comply at all times with current regulations as notified by the Council to Allotment Associations.
- 9.7 Any pesticides must comply with current legislation regarding their use and storage
- 9.8 Any mains water supplied on the Site must be used solely for cultivation of the Plot
- 9.9 The Plot must not be used for any illegal purpose
- 9.10 The Tenant, or any guest or visitor of the Tenant, will not cause any nuisance to other allotment holders or other users or visitors to the Site
- 9.11 The Tenant will not obstruct or encroach upon any path, drive or road within the Site

10. Animals

- 10.1 Dogs must not be brought on to the Site unless they are kept on a lead
- 10.2 All dog waste must be cleared up and removed from the site.
- 10.3 Animals or livestock (except hens or rabbits) must not be kept on Allotment Gardens without prior consent. Cockerels are **not** permitted.
- 10.4 Please be aware that a separate agreement is required to keep Bees, Fowl or rabbits which are available separately upon requested from the Council.
- 10.5 In the event of any livestock for which consent has been given becoming a nuisance to the Council or any other Site tenant the Council may serve on the Tenant a notice withdrawing such consent and the Tenant shall remove the livestock from the Site within 30 days of such notice

11. Sheds, Buildings and Other Structures

- 11.1 No sheds, buildings or similar structures are to be erected on the Plot without the Council's prior written consent and, in the event of such

consent being given, the Tenant shall ensure that any necessary planning and building control approvals are obtained prior to the erection of such structure

- 11.2 Any shed, building or similar structure ("the Structure") for which the Council gives consent must be maintained in a good state of repair and condition and if the Tenant fails to comply with this requirement then the Council may order the Tenant to remove the structure from the Plot. Failure to comply may result in the Council removing the structure. The structure will be offered back to the tenant, prior to its disposal. All costs associated with the removal, storage, transportation and disposal will be recovered from the tenant.
- 11.3 At the end of the Tenancy, the Tenant will remove the Structure (including any hard standing or foundations for the Structure and all materials forming part of the Structure) from the Plot and make good any damage to the Plot
- 11.4 A polytunnel may not be erected without the prior permission of the Council.
- 11.5 No fixed play equipment may be installed anywhere on a Plot or on the Site.

12. Restrictions on Admittance to Allotment Garden

- 12.1 Only the Tenant or a person authorised by the Tenant is allowed on the Site.
- 12.2 The Council may require any person allowed on to the Site in breach of these rules to leave the Site immediately

13 Notices

- 13.1 The Tenant **must** provide and display on the Plot a notice showing the Plot number
- 13.2 No other notices or advertisements are permitted on the Plot or the Site without the previous written consent of the Council

14. Inspection & Remedial Works

- 14.1 Officers of the Council have the right to enter and inspect the Plot at any time or relevant Association and the Tenant must give whatever access is required
- 14.2 In the event of the Tenant failing to maintain the Plot in a good state of cultivation and fertility in accordance with the provisions of Clause 5.1 hereof the Council shall have the right on giving 30 days prior notice to enter onto the Plot and to carry out works to put the Plot into a good state of cultivation and fertility. All costs incurred by the Council in carrying out any such works shall be payable by the Tenant

15. Disputes

Disputes between Tenants shall be referred to the Parks and Cultural Services manager and the decision of the Council will be binding on all Tenants involved in the dispute

16. Termination

- 16.1 The Tenancy shall end on the death of the Tenant
- 16.2 The Tenant may end the Tenancy by giving the Council not less than one month's written notice. No refund of rent will be given for any unexpired period of the Tenancy up to the next rent payment date.
- 16.3 Subject to the consent of the Secretary of State in the case of a statutory allotment site, the Council may terminate this Tenancy as follows:

- a) by giving 12 month's written notice expiring at any time between 29th September and 6th April inclusive; or
 - b) by giving 3 month's written notice:
 - i) if the Council requires the Plot for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or an industrial purpose; or
 - ii) where the Council acquired the Site for a purpose other than letting as allotments or has appropriated it to another purpose; or
 - c) one month's written notice if:-
 - i) The rent is in arrear for 40 days or more (whether formally demanded or not); or
 - ii) the Tenant is in breach of the Terms and Conditions set out herein; or
 - iii) the Tenant has become bankrupt or made a composition or arrangement with his creditors
- 16.4 At the end of the Tenancy the Tenant shall leave the Plot in a clean and good state of cultivation and fertility, failing which the Council shall be entitled to recover from the Tenant the cost of putting the Plot back in to such condition

17. Change of Address and Notices

- 17.1 The Tenant must promptly notify the Council in writing of any change of address
- 17.2 Notices to be served on the Tenant may be served personally on the Tenant, sent to the Tenant's last known address or left at the Plot and will be treated as properly served even if not received by the Tenant
- 17.3 Notices to be served on the Council should be sent to the Allotments Officer, Leisure and Cultural Services, Town Hall, Walter Stranz Square, Redditch, B98 8AH or such other address as the Council notifies in writing to the Tenant

18. Note: Allotment Associations

Tenants on some Allotment Sites have formed Allotment Associations. These are entirely independent of the Council. Any query or concern relating to an Allotment Association must be directed to the Allotment Association and not to the Council

Interpretation and Repeal

The headings of these rules are not to affect their interpretation

The Allotment rules (and amendments) prior to this sealed version of 2017 are repealed.

The Common Seal of Redditch Borough Council was hereunto affixed to these Allotment rules in 2015