

Allotment tenancy rules and conditions

The Tenant agrees to conform to the following conditions as part of their agreement with the Council:

1. To pay the rent in advance and without deduction, unless otherwise agreed with the Council, on the first of January in each year.
2. To use the allotment plot as a cultivated allotment garden and for no other purpose; sale, trade and/or business is strictly prohibited.
3. To maintain any plot occupied by the Tenant in a clean, well-manured, three quarters cultivated and weed free state, using techniques which do not cause long term environmental damage.
4. To keep to the confines of the allotment plot let to him/her.
5. To keep all gates to the allotment site locked.
6. To keep the plot number and post clearly visible and legible at all times.
7. To obtain the Council's consent to erect or place any garden shed or greenhouse (subject to the restrictions on size as set out below) on the Tenant's plot and thereafter to maintain it in good repair and condition. The maximum size which may be permitted, subject to the approval of the Council which must be sought by the Tenant in advance, will be 8' x 6' for a shed or 8' x 6' for a greenhouse on any 10 rod plot.
8. To keep any path or roadway, set out by the Council for use of occupiers, free from obstruction and encroachment and at the widths set by the Council.
9. To inform the Council of any change of address (failure to do so could result in termination of this agreement).
10. To accompany at all times any un-related visitor(s) of the Tenant or to ensure the said visitor(s) is accompanied by the Tenant's family when visiting the Tenant's plot or allotment site.
11. To supervise the Tenant's own or visiting children at all times when visiting the Tenant's plot or allotment site.
12. To comply fully with any decision made by the Council in matters of dispute between the Tenant and any other tenant(s).
13. To ensure that all crops will be grown using "Genetically Modified Free" food and feed in accordance with Article 19 of the Deliberate Release Directive of 2001/18/EC.



14. To only light a bonfire when there is no other means of disposing of garden waste that shouldn't be composted and, if in the event that there is no other alternative means, to follow these guidelines:
 - Where possible, warn neighbours of adjoining plots and nearby residential properties beforehand.
 - Light the bonfire at a time least likely to affect your neighbours, e.g. not on a warm day when people will be in their garden.
 - Where possible only burn dry not damp material, which causes more smoke.
 - Don't burn in times of drought.
 - Black smoke is a statutory nuisance and offences observed by council officers/police will result in termination of the agreement.
 - Don't allow smoke to drift and obstruct or obscure visibility over a public highway as it is an offence. Any offences observed by council officers/police will result in termination of agreement.
 - Don't use accelerants.
15. To observe and perform any other special condition which the Council considers necessary to preserve any plot occupied by the Tenant from deterioration.
16. To be friendly and harmonious to your fellow plot holders regardless of their race, gender, disability, age, sexual orientation or religion.
17. To return the plot occupied by the Tenant to the Council on the determination of the Tenancy in such a state as meets the conditions of this agreement and to remove any tools or implements brought on the site by the Tenant.
18. Not to cause permit or knowingly allow any nuisance, annoyance or harassment (relating to race, gender, disability, age, sexual orientation, religion or other matter) to any Tenant and, if it is proven that any such nuisance annoyance or harassment has occurred, the Council may in its absolute discretion immediately terminate this Tenancy.
19. Not to underlet, assign or part with possession of any allotment plot occupied by the Tenant or any part of it.
20. Not, without prior written consent from the Council, to cut or prune any timber or other trees or take, sell or carry away from the allotment site any mineral, gravel, sand, earth or clay.
21. Not to use any material as a fence adjoining any roadway or path set out by the Council for use by other Tenants that could cause injury to others (eg. barbed wire).



22. Not to put a fence around any plot and to protect hedges, boundary fences and gates that are already on the allotment site.
23. Not, without the prior written consent of the Council, to erect any building or structure, including any notice or advertisement, on any plot occupied by the Tenant. Allowable exceptions are any pole, frame or cold frame, to be erected within the plot 450mm from any pathway.
24. Not to store in any structure or place upon the plot any toxic, inflammable or potentially dangerous substances or materials which may endanger the safety of Tenants or occupiers of adjoining properties.
25. Not to deposit, or allow any other person to deposit, any refuse or decaying material (excepting manure or compost in such quantities as may be reasonably required for cultivate) on any plot occupied by the Tenant or in or on any area of the allotment site.
26. Not to bring or cause or permit to be brought on to the allotment site any dog unless the dog is on a leash and under proper control.
27. Not without the prior written consent of the Council, and subject to any further conditions the Council may set in respect of this clause, to keep any animals, bees, poultry or livestock of any kind upon any plot occupied by the Tenant, nor any other part of the allotment site.
28. Not to use any hose pipes, sprinklers or unattended irrigation equipment and not to siphon any water from dip tanks.
29. The Council has the right to refuse admittance to any person other than the Tenant or member of their family unless accompanied by the Tenant or member of their family.
30. The Council shall resolve any dispute(s) that may arise between the Tenant and any other tenant(s) of the allotment site and the Council's decision will be final and binding upon those persons.
31. The Council and/or any Officer or Agent of the Council will be entitled at any time, to enter onto, and inspect, any plot occupied by the Tenant or shed, or greenhouse on site.
32. The Council and the Tenant may vary this Agreement if made in writing and signed by both parties.

Termination

33. This tenancy will determine on the rent day after the death of the Tenant and may also be determined in any of the following ways listed in clauses 34 to 39 (inclusive).



34. By either party giving the other twelve months' previous notice in writing expiring on, or before, the Sixth day of April or on or after the Twenty-ninth of September in any year.
35. By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
36. If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
37. The Tenant has become bankrupt or made a composition or arrangement with his/her creditors.
38. If it appears to the Council that there has been a breach of any of the conditions and agreements contained within this document on the part of the Tenant and at least three months have elapsed since the commencement of the Tenancy.
39. By re-entry by the Council after giving three months previous notice in writing to the Tenant on account of the plot occupied by the Tenant being required for (i) any purpose (not being use of the same for agriculture) for which it has been acquired or appropriated under any statutory provision (ii) for building mining or any other industrial purpose or for roads or sewers necessary to the connection with any of those purposes.
40. The Council shall, on termination of the tenancy, be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 (or any statutory modification or re-enactment thereof for the time being in force) in respect of **any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in good state of cultivation and fertility.**

Notices

41. ANY notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Head of Parks & Open Spaces or other authorised officer for the time being and may be served on the Tenant either personally or by posting to the last known place of the abode of the Tenant.
42. ANY notice required to be given by the Tenant will be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Head of Parks & Open Spaces or other authorised officer of the Council.
43. 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 not to the Council.