 **ALLOTMENTS**

# **ALLOTMENT TENANCY AGREEMENT**

An agreement made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2021 between Bedford Borough Council, Borough Hall, Cauldwell Street, Bedford MK42 9AP (the “Council”) and the Tenant (the “Tenant”):

|  |  |
| --- | --- |
| **NAME:**  |  |
| **ADDRESS:**  |  |
|  |  |
|  |  |
| **TEL:**  |  |
| **E-MAIL:**  |  |

Whereby the Council agrees to let the Tenant take on an allotment Tenancy (the “Tenancy”) renewable on 1 April 2021, then on 1 October 2021, thereafter **renewable annually** on 1 October with the rent being reviewed annually, on the following plot(s) (the “Plot”):

ALLOTMENT FIELD: \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

PLOT NUMBER(S) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I have READ, UNDERSTOOD and AGREE TO OBSERVE and PERFORM the Terms and Conditions on pages 2, 3 and 4 of this Agreement and as amended and updated on the Council’s website**

[**https://www.bedford.gov.uk/leisure-and-culture/parks-and-open-spaces/allotments/**](https://www.bedford.gov.uk/leisure-and-culture/parks-and-open-spaces/allotments/) **:**

**Signature of Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature for the Council: \_\_\_\_Alan Colley\_\_\_\_\_\_\_\_\_\_\_\_\_**

PLEASE RETURN ELECTRONICALLY TO allotments@bedford.gov.uk

The Allotments Officer

Bedford Borough Council

Borough Hall, Cauldwell Street

Bedford MK42 9AP

01234 718089

1

 **ALLOTMENT TENANCY AGREEMENT**

 **TERMS AND CONDITIONS [July 2020]**

**A The Tenant agrees:**

**(I) MAINTENANCE OF THE ALLOTMENT**

1. To use and maintain the Plot regularly as a cultivated allotment garden only and for no other purpose, properly digging, cultivating and keeping it free from weeds and in a good state of fertility throughout the term of the Tenancy. Not to grow produce for trade or business purposes.
2. To lock the security gates on both entering and leaving the allotment field to prevent unauthorised access.
3. **To bring no AstroTurf, carpet, bathtubs, bricks, glass (including glass greenhouses), paving slabs, rubble or tyres onto or leave trailers on or take caravans onto the allotment site.** Any weed suppressant used must be lifted and moved every two months. ***Not to take anything onto the plot that you will be unable or unwilling to remove on the Termination of your Tenancy.***
4. **Not to use the plot for storage** of anything not directly connected with the cultivation of the plot. Not to deposit or store or allow other persons to deposit or store on the Plot any refuse or hazardous materials (except manure, compost and wood chippings in quantities as may be reasonably required for immediate use in cultivation).
5. **Not to make excessive use of water.** Whenever possible, to have rainwater collection systems on sheds and greenhouses, which should be used in preference to the mains water supply. To practice mulching and manuring where practicable as good water conservation practice. Not to tamper with the water supply. **Not to water by hosepipe or sprinkler**. To use hosepipes for filling water butts **only** and to water subsequently by watering can**.** IBCs (Intermediate Bulk Containers) and similar sized containers must be connected to a rainwater collection system. Not to wash hands, tools or vegetables in the water tanks below taps. **To have consideration at all times for other Tenants when extracting water from water points by only using the taps for very short periods if other tenants are waiting.**
6. To create and maintain paths between and around plots **jointly** with adjoining tenants, minimum width 2’ (60cm), preferably 3’ (0.9m). Not to reduce the width of or remove existing paths. Not to erect fences around the Plot. Not to obstruct any path or track.
7. To position Plot number posts at the front of plots, in the left hand corner.
8. **Not to erect any shed**, any greenhouse of polycarbonate or glass substitute or any polytunnel on the Plot **without the prior written consent of the Council** and to submit details of the proposed structure to the Allotments’ Officer prior to erection. Sheds must be a maximum of size 7’ by 5’ (full plots), 6’ by 4’ (half plots and quarter plots) and ‘single space’. A rainwater collection system must be installed on new sheds, which must not shade other plots. Polythene sheeting on polytunnels is not allowed. To maintain all structures in sound condition.
9. Not to plant fruit trees. To keep any hedge that forms the boundary of the Plot properly cut and trimmed.
10. To ensure that any chemicals or pesticides are applied in accordance with manufacturers’ guidelines and be approved products. When spraying, not to allow chemicals or pesticides to drift onto adjoining paths or plots.
11. Not to take, sell or carry away any mineral, gravel, sand, earth or clay from the Plot.
12. Only to have bonfires of dry wood or organic material from the plot itself, not leaving bonfires unattended, ensuring water is available near them and ensuring they are extinguished before leaving the site. Not to allow any smoke to drift over housing or roads.
13. To yield up the Plot at the termination of the Tenancy created by this Agreement in such condition as shall be in compliance with this Agreement.

**2**

**(II) GENERAL CONDITIONS**

1. To pay the rent due on 1st April 2021 and on 1 October 2021 and thereafter annually on 1 October. If one month’s notice has not been given to terminate the Tenancy before the rent payment date, the full rent for the year will be payable. The rent is non-refundable.
2. To purchase a key to the site gate and to return the key on termination of the Tenancy.
3. To inform the Council immediately of any change of address and of any change in circumstances which may prevent cultivation of the Plot for an extended period (i.e., over one month).
4. Not to cause any nuisance or annoyance to the Council or other tenants, or to owners or occupiers of any adjoining land or premises, and not permit any nuisance in contravention of Health and Safety and Environmental legislation.
5. Not to sublet, assign or part with the possession of the Plot or any portion of it.
6. To permit any Officer or agent of the Council at any time to enter and inspect the Plot and any structure erected thereon.
7. That the Council has the right to refuse admittance to the Plot or the allotment field to any person, other than the Tenant.
8. Not to bring any dog onto the allotment field of which the Plot forms a part or cause one to be brought in unless the dog is held on a leash and is not allowed to foul any part of the allotment field. Not to bring livestock of any kind onto the Plot or the allotment field.
9. In the event of damage to the Plot or allotment field being caused by the Tenant’s neglect or wilful act to pay the Council the cost of making good such damage as certified by an Officer of the Council.
10. That any dispute between the Tenant and any other occupier of an allotment shall be referred to the Council, whose decision shall be final.
11. To fully comply with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the allotment gardens which have been or may at any time hereafter be made by the Council or other regulators.

**B Termination of the Tenancy**

**(I) THE TENANCY SHALL TERMINATE:**

1. By the Tenant giving 30 days’ notice (or less, if agreed) electronically or in writing and on the death of the Tenant.
2. By the Council giving 30 days’ notice electronically or in writing to the Tenant:

i) If the rent or any part of it is in arrears for not less than 40 days, whether legally demanded or not; or

ii) If it appears to the Council that there has been a breach of these Terms and Conditions on the part of the Tenant provided that at least three months have elapsed since the commencement of the Tenancy; or

iii) If the Tenant becomes bankrupt or compounds with his creditors.

 **c)** By the Council giving three months’ notice in writing to the Tenant on account of the Plot being required for:

i) Any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or

ii) For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

**d)** By the Council giving the Tenant 12 calendar months’ notice in writing, expiring not later than 25

 March and not before 29 September in any year.

 **3**

**(II) PROCEDURE ON TERMINATION**

**Tenants must clear the Plot BEFORE giving notice of termination**. Everything the Tenant has taken onto the Plot must be removed, including all **fencing, plastic, homemade and large sheds, greenhouses, polytunnels, trees planted, AstroTurf, carpet, bathtubs, bricks, glass, paving slabs, rubble and tyres**. **Compost bins and compost heaps must be dismantled and levelled.** Sheds, in good condition, not exceeding the maximum dimensions, may be left provided all contents are removed.

**The Council has 15 days from notice of termination being received to determine if the Plot is in a satisfactory condition and free of rubbish. If it is not, the Tenant will be advised and given 15 days to clear the Plot.**

If the Plot is not then left in a satisfactory condition, the Council shall be **entitled to compensation** from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of **any deterioration of the Plot** caused by the failure of the Tenant to maintain the plot clean and in a good state of cultivation. **The Tenant will be charged for the cost of restoring the Plot to a condition in which it can be handed over to a new tenant and for removal of any rubbish.**

The Tenant will return the key to the site to the Allotments Officer or to an agreed address.

On termination of the Tenancy, The Tenant will be entitled to compensation only in the event and to the extent prescribed by Section 2, sub-sections 2 and 3 of the Allotments Act 1922, as extended by the Allotments Act 1950.

**Council liability and Personal liability:** Sheds, other structures and equipment: The Council accepts no liability for the loss or damage to sheds, other structures or equipment on the Plot. The Council accepts no responsibility for any personal losses, injuries or damages whilst the Tenant is on the Plot or the allotment site. Vehicles are brought onto the site at the Tenants’ own risk.

**Notices**

1. Any notice given by the Council to the Tenant may be signed on behalf of the Council by the Allotments’ Officer or their representative and may be served on the Tenant either personally or e-mail or by pre-paid letter to the last known address or by fixing the same in some conspicuous manner on the Plot.
2. Any notice given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by e-mail or pre-paid letter to the Allotments’ Officer.

In this Agreementwords where there are two or more persons included in the expression the “Tenant”, the obligation entered into in this Agreement shall be deemed to be made by such persons jointly and severally.

…………………………………………………………………………………………………………………………………….………

Notes on the Allotment Tenancy Agreement

* **DO NOT TAKE ANYTHING ONTO YOUR PLOT THAT YOU ARE OR WILL BE UNWILLING OR UNABLE TO REMOVE FROM THE PLOT ON TERMINATION OF THE TENANCY**
* For information on how to clear a new allotment and how to cultivate your allotment, go to: <http://www.nsalg.org.uk/growing-advice/> . You are encouraged to grow flowers as well as vegetables.
* Report non-emergency incidents of crime and theft to the police Tel 101 and obtain an incident or crime number.

.…………………………………………………………………………………………………………………………………………….

**4**