ALLOTMENT TENANCY AGREEMENT RULES 2025:

Redditch Borough Council
Town Hall
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Redditch
Worcestershire
B98 8AH

Bromsgrove District Council
Parkside
Market Street
Bromsgrove
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Version 5. January 2026.

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. The rules apply to all Allotment Gardens including any let before these rules came into force.

1.2 Tenants must also observe any other rules or regulations in respect to allotments 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 a Formal Allotment Association.

1.4 The Council will only allocate plots to applicants residing within the relevant Council borders, either the Borough of Redditch or District of Bromsgrove.

1.5 Any Tenant who subsequently moves out of the Borough of Redditch or District of Bromsgrove will be required to give up their Tenancy within a period of 12 months from the date of moving.

1.6 The Council will only allocate a maximum of 3 (THREE) SMALL plots or 2 (TWO) LARGE plots to each household.

1.7 Tenants are deemed to agree to these Terms and Conditions when applying on the council website for an allotment. A tenant's acceptance of these Terms and Conditions is executed by way of submitting the application and ticking to agree to the terms.

2. Commencement

2.1 The Tenancy will commence on the Tenancy Start Date.

3. Assignment

3.1 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 and Deposit

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 All invoices are issued on 01 October each year. It is the tenant responsibility to ensure that this is paid within the agreed timeline as set out in clause 4.1. If an invoice is not received within a week of this date, you must contact the income team to request a copy. Ensuring you have checked your inbox and junk folder within your e-mail account.

4.3 In the event of non-payment of the Rent, Tenants will forfeit the relevant amount from the deposit paid.

4.4 If the rent collection is by Association the same rules apply within these terms and conditions.

4.5 Water Charges

4.5.1 Applicability - This clause applies to allotment sites where mains water is available.

4.5.2 Calculation of Charges - Water charges at individual Sites shall be based on the rates set by the relevant local water authority and may be subject to change.

4.5.3 Apportionment - Charges shall be divided equally among all Tenanted Plots on the Site.

4.5.4 Payment Terms

a) For Bromsgrove Sites water charges are included with Rent.

b) For Redditch Sites water charges will be invoiced in arrears and will be payable and show as a separate charge to rent on the invoice.

4.5.5 Obligation to Pay
Payment of water charges is mandatory and forms part of the tenant's obligations under this agreement.

4.6 Notice of any change in the Rent will be published no later than 3 months prior to the implementation of such change on the Council's website for Bromsgrove residents - www.bromsgrove.gov.uk and Redditch residents – www.redditchbc.gov.uk then go to the allotments.

4.7 The Tenant shall be required to pay a £100 deposit on acceptance of the Plot. This deposit will be returned at the end of the Tenancy if the Plot is returned in a clear, tidy and cultivated state as set out in Clause 16.4. If the Plot is not returned in a suitable condition the deposit will be retained to bring the Plot up to the Council's required standard.

5. Cultivation

5.1 Allotment plots must be kept clean, tidy, well-manured and reasonably free from weeds. They must be kept in a reasonable state of cultivation, fertility, with evidence of growing crops on the plot. Sites must be kept clean, tidy and reasonably free from weeds.

5.2 Where a Tenant fails to maintain a good standard of cultivation, the Council or Formal Allotment 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 - New plot holders are required to demonstrate satisfactory cultivation as follows: At least one quarter (¼) of the plot must be cultivated within the first six (6) months of the tenancy. The plot must be brought into full cultivation, meaning the remaining area appropriately maintained and productive, within the first twelve (12) months of the tenancy. Failure to comply with these requirements constitutes a breach of this agreement and may result in termination of the tenancy by the Council or Formal Allotment Association.

6. Use of Plot

6.1 The Tenant will:

6.1.1 observe and adhere to 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 on the Council's website.

6.1.2 use the Plot as an allotment garden only and for no other purpose and will maintain the Plot in a good state of cultivation and fertility and will keep the Plot reasonably free from weeds. Ensuring three quarter of the plot is for the growing of crops.

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 the Plot properly trimmed and maintained.

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 Association and Council (as appropriate) 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.

6.1.8 the replacement lock provision for the main site gates is the responsibility of the Tenant/ Formal Association. The combination code/key must be provided to the Council.

6.1.9 Maintain all fruit trees and bushes within the plot, not allowing them to become overgrown, or a problem to neighbouring tenants. Failure to comply with this rule may lead to the tenant being asked to remove said trees or bushes. (in accordance with clause 6.2.1) upon the tenancy agreement ending, for any reason.

6.2 The Tenant will **NOT**:

6.2.1 plant on the Plot;

6.2.1.2 more than 6 (SIX) dwarf fruit trees or fruit bushes, always ensuring any fruit trees or bushes planted are categorised as M26 (or other dwarfing) rootstock and not MM106 or M25's. Any fruit trees and/or bushes must be planted at least 2 (TWO) meters away from the Plot boundary and adequately maintained; or

6.2.1.3 any crops/trees requiring more than 12 months to mature.

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 tenanted Plot) without the Council's prior consent in writing.

6.2.4 use any carpet and underlay on the Site.

6.2.5 bring, place and/or erect any swimming/paddling pools or any other such items onto the Site.

6.2.6 keep any BBQ permanently at the Site. If the Tenant wishes to have a BBQ on their Plot, it must remain on that Plot alone for the entirety of the activity and not encroach on any other Plot. The BBQ must be removed from the Site immediately after use. The Tenant is entirely responsible for any safety issues and will ensure all precautions are taken to avoid any accidents.

6.2.7 produce any crops, honey or eggs other than for personal use and not for commercial gain. Genuine surplus can be sold on provided the profits are invested back into the allotment plot/s. and not sold for personal profit or for commercial gain.

7. Hosepipes, Water Butts, Ponds and Sites with Water

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 1200Ltr water containers are used, they can only be used for rainwater harvesting, and must not be filled via hosepipes.

7.6 The Council is committed to promoting sustainable water harvesting practices. Tenants are required to ensure that their plots are utilised to their full potential by incorporating appropriate water collection systems. Acceptable methods include the use of Intermediate Bulk Containers (IBCs) and water butts, provided that:

7.6.1 The quantity and size of these containers are proportionate to the size of the plot and reasonable in scale,

7.6.2 All containers must be positioned within the designated quarter structure area and

7.6.3 Containers must not be sunk into the ground.

7.7 Where Sites have access to water, this must be turned off in early October each year or when we get the first frost, whichever is first. The control of the water supply shall be the responsibility of the Council or Formal Association to prevent burst pipes. Water can then be turned back on in early April, weather permitting. Any Tenant who ignores this and is seen turning water back on without the Councils/ Formal Associations consent, will be in breach of their Tenancy and risk having their tenancy terminated. They will also be liable for reimbursement of any costs incurred by the Council/ Formal Association, in making good any damage caused by their actions.

7.8 Only 1 (ONE) Pond is permitted per Plot. Above ground is permitted but must not exceed 1m (ONE meter) by 1m (ONE meter) size, with a depth of no more than 500mm (FIVE HUNDRED millimeters). Tenants with ponds that do not currently meet these requirements will be required to make the changes as per Clause 9.2.1.

7.9 Any Pond on the Plot must have a netting cover and low picket fence and be made safe, to adhere with health and safety requirements.

7.10 Upon the Tenancy Agreement ending, for any reason, the Tenant must remove all Pond materials and the Pond itself from the Site in an appropriate manner.

8. Bonfires

8.1 Bonfires are only permitted from 1st October to 31st March inclusive in each year for the purpose solely of disposing of diseased plants.

8.2 Bonfires cannot be lit under any circumstances during the period 1st April to 30th September inclusive, out of consideration for other tenants and nearby residents.

8.3 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.

8.4 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. Bonfires must under no circumstances be left unattended.

8.5 The Tenant must not light a bonfire within 10 metres of any perimeter fence or hedge.

8.6 Only vegetation from the Allotment may be burnt. The Tenant must not bring household waste onto the Allotment for disposal.

8.7 The Tenant must ensure that any bonfire is fully extinguished before leaving the Allotment site.

8.8 The Tenant shall carry out a dynamic risk assessment (a continuous process of identifying and evaluating hazards and risks in a environment as they change or arise in real-time), ensuring any bonfire will not cause any safety issues. Tenants shall ensure when having a bonfire that they are appropriately contained and in a suitable area on their allotment plot.

9. Other Restrictions

9.1 Barbed wire or any other material or item which may be a hazard to other tenants or visitors must not be used or stored on the Plot.

9.2 Under no circumstances should items such as asbestos, fibre glass, plasterboard and tyres be brought onto the Site.

9.2.1 Where Tenants already have these items on their Plot or on the Site, they must be removed within the next 3 (THREE) Years. At latest by 31st December 2028.

9.3 No hazardous substances are to be used or stored on the Plot excluding properly regulated and certified plant protection products as defined by The Official Controls (Plant Protection Products) Regulations 2020.

9.3.1 **Petrol** - No more than 20 litres of Petrol can be stored at any one time and should be stored within suitable storage.

9.4 When using any sprays or fertilisers, the Tenant will;

9.4.1 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

9.4.2 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

9.4.3 comply at all times with current regulations as notified by the Council or Formal Allotment Associations.

9.5 Any pesticides must comply with current legislation regarding their use and storage.

9.6 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.

9.7 Any mains water supplied on the Site must be used solely for cultivation of the Plot.

9.8 The Plot must not be used for any illegal or immoral purpose and Tenants must observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotment Garden.

9.9 The Tenant must not bring or use any weapons (e.g. air rifles) onto the Site.

9.10 The Tenant, or any guest or visitor of the Tenant, will not cause any nuisance or annoyance 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.

9.12 The Tenant will not enter onto another tenant plot without prior consent from the Tenant or Council or take any items off the plot without consent.

9.13 The Tenant must only keep on the Plot items for use on the Plot and intended to be used within 3 (THREE) months.

9.14 The Tenant will not bring onto or use any sanitaryware on the Site.

9.15 The Tenant must not bring onto the Site anything that the Tenant is unable to dispose of themselves in an appropriate manner.

10. Animals

10.1 Dogs must not be brought onto the Site unless they are kept on a lead and must remain on the owner Tenant's Plot at all times and not cause a nuisance to other tenants at site.

10.2 All dog waste must be cleared up and properly disposed of off Site.

10.3 No animals, birds, bees or other livestock of any kind must be kept on the Plot without the Council's prior written consent. Cockerels are **not** permitted. Please refer to the Council's website.

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. Any request in the case of bees, will only be considered if the Tenant is a member of the British Beekeepers Association.

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 Any sheds, buildings or similar structures to be erected on the Plot must adhere to the Council's Policy which can be found for Redditch- https://www.redditchbc.gov.uk/things-to-do/parks-and-outdoors/allotments/approved-structures/ or Bromsgrove - https://www.bromsgrove.gov.uk/things-to-do/parks-and-outdoors/allotments/approved-structures/ The Tenant shall ensure that any necessary planning and building control approvals are obtained prior to the erection of such structure. Only taking up to a quarter of the plot in total.

11.2 Any shed, building or similar structure ("the Structure") 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 The Tenant must ensure they leave a gap of at LEAST 200 centimeters (2 meters) between any structure and the boundary fence of any private garden alongside the allotment or perimeter fence/boundary.

11.4 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. The structure may be offered to the Formal Allotment Association if it has been maintained in good order and can be offered to the next incoming tenant. This decision will be at the discretion of the Formal Allotment Association and not the exiting tenant.

11.5 The Tenant must consider Council's Policy, which can be found at Redditch- https://www.redditchbc.gov.uk/things-to-do/parks-and-outdoors/allotments/approved-structures/ or Bromsgrove - https://www.bromsgrove.gov.uk/things-to-do/parks-and-outdoors/allotments/approved-structures/, prior to any polytunnel being erected.

11.6 No fixed play equipment may be installed anywhere on a Plot or on the Site, including but not limited to swings, slides, paddling pools, climbing frames, trampolines.

11.7 The Site or Plot must not be used to store household furniture, leisure equipment or any other household items that are not used for cultivation. Usable garden furniture for recreation purposes is allowed.

11.8 The Tenant shall ensure no caravans, vehicles or any other type of structure, other than those permitted within the Council's Policy, which can be found at Redditch- https://www.redditchbc.gov.uk/things-to-do/parks-and-outdoors/allotments/approved-structures/ or Bromsgrove - https://www.bromsgrove.gov.uk/things-to-do/parks-and-outdoors/allotments/approved-structures/ are brought onto or left on the Site or Plot at any time. If any restricted item is found at the Site this will be considered a breach of Tenancy Agreement, the Tenant will be asked to remove it immediately and may be issued with a Tenancy Termination Notice.

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 or Formal Allotment Association may require any person on site and 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 or relevant Formal Allotment Association have the right to enter and inspect the Plot at any time 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 or Formal Allotment Association 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, provided that nothing contained in this Clause shall require the Council to do so or prejudice the Council's right to terminate the Tenancy under Clause 16.3 c) ii) hereof.

14.3 All costs incurred by the Council or Formal Allotment Association in carrying out any such works shall be payable by the Tenant.

15. Disputes

15.1 In the event of a dispute in relation to the terms of this Agreement, the Council expects the Tenant to;

15.2.1 in the first instance try to resolve matters between the Tenants,

15.2.2 if the dispute can not be resolved, the matter should be referred to the Formal Allotment Association, if applicable, to try and mediate and resolve the dispute,

15.2.3 if resolution can not be achieved between the Formal Allotment Association, and the Tenant/s, then the matter should be referred to the National Allotment Society (the 'NAS'), if applicable, to deal with under their internal procedures.

15.2.4 The Council will only intervene in a dispute once all the above relevant steps have been fully followed and exhausted. If a dispute remains unresolved, it must be submitted via email (parksandopenspaces@bromsgroveandredditch.gov.uk) to the

Leisure Team. The email should include all relevant evidence, along with Site details and the plot number. The Council's decision will be final and binding on all tenants involved.

15.3 The Council and/or the Formal Allotment Association will not get involved in personal disputes amongst Tenants. It is not the Council's or Formal Allotment Associations role to mediate or consider matters outside of the Tenancy Agreement. If a Tenant considers a dispute to be a criminal matter, they must contact the Police.

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 clear and in a good state of cultivation and fertility, failing which the Council or Formal Allotment Association shall be entitled to recover from the Tenant, the cost of putting the Plot back into such condition.

16.5 Any Tenant whose Tenancy is terminated due to non-payment of the Rent or breach of any terms of this Agreement, will not be allowed to apply for another allotment at any other allotment Site, with either Redditch Borough Council or Bromsgrove District Council, for a minimum of 3 (THREE) years from the termination date.

17. Change of Address and Notices

17.1 The Tenant must promptly notify the Council or relevant Association in writing or by email 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, after 5 working days of the Notice date, even if not received by the Tenant.

17.3 The Council will provide the Tenant with 30 (THIRTY) days' Notice to make any changes/remedial works required, reasons will be set out within that Notice. If the Tenant does not carry out the required changes/remedial works, then Notice to Terminate will be served on the Tenant, giving them 30 (THIRTY) days to vacate the Plot in accordance with the requirements of clause16 above.

17.4 Notices to be served on the Council should be sent to a senior officer within Leisure and emailed to parksandopenspaces@bromsgroveandredditch.gov.uk or such other address as the Council notifies to the Tenant.

17.5 The Tenant shall ensure they regularly review the Council website to familiarise themselves with any new rules for the site. Any rule changes will be notified as outlined in clause 6.1.1 Website address for Redditch - https://www.redditchbc.gov.uk/things-to-do/parks-and-outdoors/allotments/ and Bromsgrove - https://www.bromsgrove.gov.uk/things-to-do/parks-and-outdoors/allotments/

18. Allotment Associations

Tenants on Allotment Sites that have Formal Allotment Associations are entirely independent of the Council. Any query or concern relating to a Formal Allotment Association must be directed to the Formal Allotment Association and not to the Council in the first instance, in accordance with clause 15.

Interpretation and Repeal

The headings of these rules are not to affect their interpretation
This Tenancy Agreement is written in line with Allotment Legislation 1908 – 1950