

**BROMSGROVE DISTRICT COUNCIL
ALLOTMENT TENANCY AGREEMENT**

PARTIES:

(1) The Council: Parkside
Market Street
Bromsgrove
Worcestershire
B61 8DA

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:Acres/ ... Hectares

TENANCEY START DATE:

The Council agrees to let the Plot to the Tenant on a yearly Tenancy 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 The Council will only allocate plots to applicants residing within the District of Bromsgrove. Any Tenant who subsequently moves out of the District of Bromsgrove will be required to give up their Tenancy within a period of 12 months from the date of moving
- 1.2 The Council will only allocate a maximum of 2 plots ($\frac{1}{8}$ acre) to each Tenant

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 Notice of any change in the Rent will be published no later than 3 months prior to the implementation of such change both on the Council's website at www.bromsgrove.gov.uk and by placing a notice at the entrance to the Site

5. Use of Plot

- 5.1 The Tenant will:

- 5.1.1 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
- 5.1.2 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 in particular will keep the Plot reasonably free from weeds
- 5.1.3 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
- 5.1.4 keep all hedges forming part of the Plot properly trimmed
- 5.1.5 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
- 5.1.6 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

- 5.2 The Tenant will not:

- 5.2.1 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
- 5.2.2 remove from the Site any mineral, gravel, sand, earth or clay without first obtaining the Council's consent in writing
- 5.2.3 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. Hosepipes, Bonfires and Other Restrictions

- 6.1 Use of hoses or sprinklers is not allowed except where required to fill water containers

- 6.2 Any water butts or other water receptacles on the Plot must be kept securely covered
- 6.3 Bonfires are only permitted from 1st November to 1st March inclusive in each year for the purpose solely of disposing of diseased plants. Fires must not be allowed to cause a nuisance to any neighbouring properties and must under no circumstances be left unattended
- 6.4 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
- 6.5 No hazardous substances are to be used or stored on the Plot
- 6.6 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
- 6.7 Any mains water supplied on the Site must be used solely for cultivation of the Plot
- 6.8 The Plot must not be used for any illegal or immoral purpose
- 6.9 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
- 6.10 The Tenant will not obstruct or encroach upon any path, drive or road within the Site

6. Animals

- 7.1 Dogs must not be brought on to the Site unless they are kept on a lead
- 7.2 All dog waste must be cleared up and properly disposed of
- 7.3 No animals, birds, bees or other livestock of any kind must be kept on the Plot without the Council's prior written consent which, in the case of bees, will only be considered if the Tenant is a member of the British Bee Keepers Association. 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

8. Sheds, Buildings and Other Structures

- 8.1 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
- 8.2 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
- 8.3 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

9. Restrictions on Admittance to Allotment Garden

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

10. Notices

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

11. Inspection & Remedial Works

- 11.1 Officers of the Council have the right to enter and inspect the Plot at any time and the Tenant must give whatever access is required
- 11.2 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 4.1.2 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 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 12.3 c) ii) hereof. All costs incurred by the Council in carrying out any such works shall be payable by the Tenant

12. Disputes

Disputes between Tenants shall be referred to the Council's Deputy Head of Street Scene and Community and the decision of the Council will be binding on all Tenants involved in the dispute

13. Termination

- 13.1 The Tenancy shall end on the death of the Tenant
- 13.2 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.
- 13.3 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
- 13.4 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

14. Change of Address and Notices

- 14.1 The Tenant must promptly notify the Council in writing of any change of address
- 14.2 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
- 14.3 Notices to be served on the Council should be sent to the Head of Street Scene and Community, The Council House, Burcot Lane, Bromsgrove B60 1AA or such other address as the Council notifies in writing to the Tenant

15. 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