

**BULMER PARISH COUNCIL (BPC)  
ALLOTMENT TENANCIES AND RULES**

**Agreement**

THIS AGREEMENT is made the ----- year 2022

BETWEEN (1) BPC (local Authority - i.e. Bulmer Parish Council (BPC)

and (2)------(the Tenant)

NOW IT IS AGREED as follows

**1. Interpretation**

1.1 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

**2. Allotment**

2.1 BPC agrees to let and the Tenant agrees to take all that piece of land situated at Turnpike Piece No --- on the allotment plan and containing approx. --- sq.metres.at £0.22 per sq. mtr (the allotment garden)

**3. Tenancy and Rent**

3.1 The allotment garden shall be held on a yearly tenancy from----- 2022 at an annual rent as set by BPC, payable to BPC by the tenant on or before the 29<sup>th</sup> September each year (the rent day).

3.2 The cost of annual water usage will be calculated by BPC from water rates bills, apportioned equally between plots and added to the annual invoice for each plot.

3.3 Twelve months' notice of any rent increase will be given by BPC to the tenant included in the renewal notice of the preceding year, to take effect the following year.

3.4 Where additional amenities are provided on the allotment site, these will be taken into account when setting the following years rent.

3.5 Keys to gain access to the allotment plots require a £10.00 refundable deposit.

3.6 A refundable deposit of £50.00 is payable on acceptance of this agreement, which will be refunded to a tenant whose tenancy is terminated for whatever reason (see 8. Termination of Tenancy) and the plot is left in a suitable condition for an incoming tenant. This refund will be at the discretion of BPC whose decision will be final.

3.7 If a new tenancy agreement is signed after August 1st, the rental period will not commence until 29<sup>th</sup> September (the rent day), but cultivation may start immediately. If a tenant gives notice to surrender their plot before 30th November, the invoice in arrears due the following September will be cancelled in full. If a tenant gives notice to surrender their plot after the 30th November, the invoice in arrears due the following September is to be paid in full.

**4. Cultivation and Use**

4.1 The tenant shall use the plot as an allotment and leisure garden only as defined by the Allotments Act 1922 (that it to say wholly and mainly for the production of vegetables, fruit and flower crops for consumption or enjoyment by the tenant and his/her family) and for no other purpose. To keep it clean and free from hazards, e.g.

broken glass or scrap material etc. and reasonable free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

- 4.2 The tenant may not carry on any trade or business from the allotment site.
- 4.3 The tenant shall have at least one quarter of the plot under cultivation of crops after three months from the date of this tenancy agreement and at least three quarters of the plot under cultivation after twelve months and thereafter.
- 4.4 The maximum area for hard landscaping, e.g. patio, internal paths etc. is 20%.

## **5. Prohibition of Under Letting**

- 5.1 The tenant shall not underlet, assign or part with the possession of the allotment garden or any part thereof, without the written consent of BPC. (This shall not prohibit another person, authorised by the plot holder, from cultivation of the plot for short periods of time when the tenant is incapacitated by illness or is on holiday, the site manager to be informed of the name of the person).

## **6. Conduct**

- 6.1 The tenant must at all times, during the tenancy, observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders, regulations or **schedules** affecting the allotment site.
- 6.2 The tenant must not cause, permit or suffer any nuisance or annoyance to other plot holders or neighbouring resident of the allotment site and must conduct him/herself appropriately at all times.
- 6.3 The allotment garden may not be used for any illegal or immoral purposes and the tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the allotment garden.
- 6.4 The tenant shall not enter onto any other plot at any time without express permission of the relevant plot holder.
- 6.5 Any person who accompanies the tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The tenant is responsible for the actions of children and others entering the allotment site with his/her emission.
- 6.6 The tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## **7. Lease terms**

- 7.1 The tenant must observe and perform all conditions and covenants that apply to the allotment site contained in any lease under which BPC hold the allotment site
- 7.2 When any tenant who gives up their allotment the Parish Council reserves the right to refuse an application for another one for a period of up to one year. This does not apply where a tenant is transferring to another allotment, reducing their plot size or taking on another plot.

## **8. Termination of Tenancy**

- 8.1 The tenancy of the Allotment Garden shall terminate:
  - 8.1.1 automatically on the Rent Day next after the death of the Tenant, or
  - 8.1.2 by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

- 8.1.3 by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
  - 8.1.3.1 for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
  - 8.1.3.2 for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
- 8.1.4 by re-entry if the rent is in arrears for not less than 40 days, or
- 8.1.5 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 8.1.6 by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or
- 8.1.7 That the vacant western edge allotment (1A) will be the last to be allocated if there are other vacant allotments, to ensure the maintenance of Turnpike Piece is more efficient and effective.

## **9 Termination of Tenancy responsibilities**

- 9.1 In the event of the termination of the tenancy, the tenant shall return to BPC any property (keys etc.) made available to him during the tenancy and shall leave the plot in a clean and tidy condition. All structures will be removed by the outgoing tenant unless an arrangement is made and signed by the incoming tenant. If in the opinion of BPC the plot has not been left in a satisfactory condition, any work carried out by BPC to return the plot to a satisfactory condition shall be deducted from the £50 refundable deposit or otherwise charged to the outgoing tenant (Allotment Act 1950 s.4)

## **10. Change of address**

- 10.1 The tenant must immediately inform BPC of any change of address

## **11. Notices**

- 11.1 Any notice given under this Agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded deliver on the same day.
- 11.2 Any notice served on the tenant should be delivered at or sent to his last known address. Any notice served on BPC should be sent to the address given in this Agreement or any address specified in a notice given by BPC.
- 11.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4 A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

## **12. Agreement**

This agreement will be reviewed by BPC before the annual anniversary date of 29th September each year, but reserves the right to re-issue an amended version at any time if necessary.

## THE SCHEDULE

### 1. Trees

- 1.1 The tenant shall not without the written consent of BPC cut or prune any timber or other trees apart from recognised pruning practices of fruit trees.
- 1.2 The tenant shall not plant any trees other than dwarf fruiting trees and/or fruiting bushes without prior consent of BPC

### 2. Hedges and paths

- 2.1 The tenant shall keep every hedge that forms part of the boundary of his/her allotment garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences, gates or sheds on his/her allotment garden
- 2.2 The tenant shall not use any barbed/razor (or similar) wire for a fence adjoining any path set on the allotment site
- 2.3 Public paths and haulage ways must be kept clear at all times.
- 2.4 All paths must be kept to a minimum of 1m. wide.

### 3. Inspection

- 3.1 An officer of BPC, if so directed, may enter allotment gardens for inspection of sheds, greenhouses, polytunnels, state of cultivation and general tidiness of allotment garden. Full access must be given by the tenant to the officer at a mutually convenient time.

### 4. Water/hoses/bonfires

- 4.1 The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 4.2 The tenant shall have consideration for other tenants when extracting water from water points, provided by BPC, at all times. **NO SPRINKLERS** to be used at any time. Use of hoses is discouraged except to fill covered water butts.
- 4.3 **NO BONFIRES** permitted on allotment site

### 5. Dogs

- 5.1 The tenant shall not bring or cause to be brought onto the allotment site any dog, except for a guide dog or a dog for the hard of hearing. Should any fouling be seen this should be removed and disposed of off the site by the tenant.

### 6. Livestock

- 6.1 Except with prior written permission of BPC, the tenant shall **NOT** keep any animals or livestock on the allotment garden save rabbits and hens (**NO COCKERELS**) to the extent permitted by the Allotment Act 1950 s.12.
- 6.2 Any livestock allowed may only be kept in number and condition specified by BPC.
- 6.3 Livestock must be kept so that they are not prejudicial to health or a nuisance.

### 7. Buildings and structures

- 7.1 The tenant shall not, without written consent of BPC, erect any building or pond on the allotment garden. Provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits

or hens or be unreasonably withheld to the erection of a garden shed, greenhouse or polytunnel. The maximum size, standard and positioning shall be determined by BPC.

**SHEDS TO BE NO LARGER THAN 8' x 6'**

- 7.2 Only glass substitutes, such as polycarbonate, perspex or other alternatives, may be used in any permitted structures. This is not retrospective.
- 7.3 The tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of BPC.
- 7.4 If the tenant erects a shed or building with permission of BPC, it is the tenants' responsibility to dismantle and remove any structure when the tenancy is terminated. If this has to be removed by BPC, the removal costs will be billed to the tenant. If any arrangement is made by the new tenant to retain the structure on the plot, then he/she becomes similarly responsible.
- 7.5 Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed, except in an approved container to a maximum of 5ltrs. for use in garden equipment only.
- 7.6 BPC will not be held responsible for loss by accident fire, theft or damage from the allotment.

**8. General**

- 8.1 The tenant shall not deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or surrounding allotment site.
- 8.2 All non-compostable waste to be removed from the site by the tenant.
- 8.3 The tenant shall not utilise carpets or underlay on the allotment.

**9. Chemicals, pests' disease and vermin**

- 9.1 Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation.
- 9.2 When using any sprays, fertilisers the tenant must –
  - 9.2.1 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 damage occur,
  - 9.2.2 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 and pests,
  - 9.2.3 comply at all times with current regulations on the use of such sprays and fertilisers.
- 9.3 The use and storage of chemicals must be in compliance with all relevant legislation.
- 9.4 Any incidents of vermin (rats) on the allotment site must be reported to BPC.

**10. Notices**

- 10.1 The tenant will endeavour to maintain the plot number provided by BPC in good order and ensure it is visible at all times.
- 10.2 The tenant shall not erect any notice or advertisement on the allotment plot without prior consent of BPC.

**OTHER CONSIDERATIONS**

**Disputes** between tenants will be referred to BPC for due process and the decision of BPC will be binding on all tenants involved in the dispute.

**Insurance** - all tenants should consider Public Liability Insurance for their plots.

**Management**

**Allocations of Vacant Plots** - vacant allotments on site will be offered to residents of Bulmer first after which others may be considered within a 5 mile radius. A waiting list is kept by BPC.

**Death of tenant** - where a plot falls vacant because of a tenant death, the plot, if it can be shown that a member of the tenants immediate family has been jointly cultivating the plot for a period of time and wishes to take on the tenancy, it will be offered to them at the discretion of BPC

**Risk Assessment** - BPC shall undertake all risk assessments on their sites.

**Maintenance** - BPC shall take measures to maintain the sites perimeters, main haulage - ways, water supply and any buildings in the ownership of BPC.

**CONTACTS**

**Allotment officer for Bulmer Parish Council:** Mike Crome Email: [mikey1805@gmail.com](mailto:mikey1805@gmail.com)

Tel: 01787 378155

**Clerk to Bulmer Parish Council:** Claire Waters. Email: [bulmerparishclerk@gmail.com](mailto:bulmerparishclerk@gmail.com)

Tel: 07845 056597

Or through Bulmer website: <https://e-voice.org.uk/bulmerpc/parish-council/>



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Signed by (Tenant)

.....  
Signed by (Allotment Officer for Bulmer)