



Allotment Tenancy Agreement

Reviewed

October 2018

1. Introduction

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| 1.1 | Biddulph Town Council manages two allotment sites within the town and maintains a combined waiting list. This is updated annually, and vacancies are allocated to individuals that have been on the list longest and maintained their contact with the Town Council. |
| 1.2 | This document sets out the terms of the agreement between tenants of Town Council allotment plots and the Town Council. This agreement is subject to the Allotment Acts 1908 to 1950. |
| 1.3 | If further information is required, or there is a change of circumstances, please contact the Town Council on:
01782 297845 or biddulph@staffordshire.gov.uk
Or by post:
Biddulph Town Council
Town Hall
High Street, Biddulph
Staffordshire ST8 6AR |

2. The Agreement

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| 2.1 | <p>This agreement is made on the day of</p> <p>201...between the Biddulph Town Council (hereinafter called the “Council”) of one part and of</p> <p>..... (hereinafter called the “Tenant”) of the other part. Whereby the Town Council agree to let, and the tenant agrees to take on a yearly tenancy.</p> |
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2.2	<p>The Council lets, and the Tenant takes as from the first day of April, from year to year: ALL that plot of ground at the Moorland Road or the Park Lane (<i>delete as appropriate</i>) allotment site and numbered plot at rent of £..... for the period from the first day of April 20 , to the 31st day of March 20 , such rent to be paid to the Chief Officer at the Town Hall, Biddulph before the 31st day of December each year.</p> <p>Provided that in the event of this Agreement continuing after 31st March 20 the rent payable for each subsequent year commencing on the first day of April shall be such sum as shall be agreed by the Biddulph Town Council prior to the first day of January in each year.</p>
2.3	<p>The Tenant agrees:</p> <ol style="list-style-type: none"> i. To pay the said rent at the time and in the manner stated clear of all deductions. ii. To use the plot of land as an allotment garden for the cultivation of vegetables, fruit, flowers, herbs etc, for the use of his/her family and friends and for no other purpose. The Tenant shall keep the soil clean and free from noxious contaminants, weeds and in a good state of cultivation and fertility and in good condition. The keeping of livestock is not permitted. iii. To keep the plot clean and in a good state of cultivation, in good condition and to be responsible for the clear definition of any footpaths on the boundary of the plot. The tenant shall not obstruct any path. Barbed wire is not to be used on the plots. iv. Not to assign, underlet or part with possession of the plot or any part thereof. v. Not to cut or prune any timber to other trees without written consent from the Council. This excludes necessary hedge trimming or the need to lightly prune trees to allow access. The tenant shall not take, sell or carry away any minerals, gravel, sand or clay. vi. To permit any member, officer or servant of the Council at any time to enter upon and inspect the plot. vii. That prior permission, in writing, must be obtained from the Chief Officer before any shed or greenhouse is erected on the said plot. viii. Not to injure any pipe, tap or other article, fixed, provided or supplied by the Council, or use the water provided by the Council for any purpose other than the irrigation of growing crops. Hose pipes are permitted if the plothead remains with the hose pipe; the use of continuous watering equipment is not permitted. ix. To use his/her best endeavours to protect the fences etc, enclosing the land and also any notice boards which have been or may at any time during his/her tenancy be erected. x. To be responsible for the removal of all rubbish. Dumping of rubbish on any part of the site is prohibited. xi. Fruit trees may be grown on the Allotment Garden. There should be no large/ forest trees. Trees must be contained by pollarding. Wildlife hedges are encouraged. xii. To undertake not to cause any nuisance to other plot holders or any neighbours on property surrounding the allotment site. Such nuisance includes inconsiderate use of bonfires, radios, excessive noise etc.

	<p>xiii. Not to deposit or allow other persons to deposit upon the said plot any earth, road sweepings, refuse or other materials, excepting only manure in quantities such as may be reasonably required for use in cultivation.</p> <p>xiv. To observe all rules and regulations relating to allotment gardens which have been made or may at any time hereinafter be made by the Council and of which he/she may be notified.</p> <p>xv. To pay all outgoings.</p> <p>xvi. The Tenant shall not use the Allotment Garden for residential purposes.</p> <p>xvii. Where the expression “the Tenant” consists of more than one person the obligations on such persons shall be joint and several.</p> <p>xviii. Dogs shall be permitted on allotment sites only on leads. Any animals on allotment sites shall be managed by owners and not permitted onto the plots of other tenants without their express permission.</p> <p>xix. Bees are permitted at the discretion of the Chief Officer. The keeping of bees will be considered for tenants with the necessary qualifications and experience. This will also be dependent on the position of the plot and the impact upon existing tenants.</p>
2.4	<p>The Tenancy hereby created shall continue until determined in any of the following:</p> <p>a) By either party giving to the other 12 calendar months previous notice in writing, expiring on or before the 6th day of March or on or after the 29th day of September in any year.</p> <p>b) By re-entry by the Council at any time after giving 3 calendar months previous notice in writing to the Tenant on account of the plot being required for (i) any purpose for which it has been appropriated under any statutory provisions, or (ii) building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes.</p> <p>c) By re-entry by the Council at any time:</p> <ul style="list-style-type: none"> • if the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not, or • if it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions and rules affecting the cultivation of the plot at least 3 months have elapsed since the commencement of the tenancy, or • if the tenant shall become bankrupt or compound with his creditors. <p>d) Should the Tenant wish to terminate this tenancy then 1 month’s written notice to the Council is required. Rent is non-refundable.</p>
2.5	<p>Any notice given by the Council pursuant to this agreement may be signed by the Chief Officer for the time being and shall be sufficient served if sent to the tenant by post at the before mentioned address or left for him/her on the said plot.</p>
2.6	<p>The Tenant shall on determination of the tenancy be entitled to compensation only in the events and to the extent prescribed by section 2, sub-section 2 & 3 of the Allotment Act 1922, as extended by the Allotments Act 1950, but not</p>

	further or otherwise
2.7	The Council shall on determination of the tenancy be entitled to recover compensation from the tenant by virtue of section 4 of the Allotments Act 1959, in respect of any deterioration of the land caused by the failure of the tenant to maintain the land clean and in a good state of cultivation and fertility.
2.8	<p>Signed by the Tenant</p> <p>date</p> <p>On behalf of the Town Council</p> <p>date</p> <p>..... Receipt Number</p> <p>£. Cheque/Cash received</p>
2.9	<p>Contact details</p> <p>Title:</p> <p>First Name:</p> <p>Last Name:</p> <p>Address:</p> <p>Post Code:</p> <p>Telephone No:</p> <p>Mobile No:</p> <p>Email:</p> <p>These details will be used for correspondence and billing, and will not be shared with third parties.</p>