

Draft

ALLOTMENTS TENANCY AGREEMENT

This Agreement (“Tenancy Agreement”) **is made on:** (Date)

Between:

The Landlord: Worcester City Council of The Guildhall, High Street, Worcester, WR1 2EY (“the Council”) and

The Tenant: (Name and address of Tenant) (“the Tenant”)

**Company Number /
Charity Number:** (Number if applicable)

In respect of:

**Allotment Plot
Number:** (Plot number)

Size of Plot: Full / Half (delete as applicable)

**On the Councils
Allotment Site:** (Name & Address of Allotment Site)

It is agreed as follows:

1 General Conditions

- 1.1 The Tenant shall use the Allotment plot for the production of vegetables, fruit, flowers (including wildflowers), herbs etc. and should be managed in an environmentally friendly way, giving due regard to biodiversity. Rainwater and home-produced compost/fertiliser should be utilised wherever possible.
- 1.2 For the avoidance of doubt, the terms and conditions in this agreement supersede, and take precedence over, any other terms or conditions detailed in any previous tenancy agreements, any policy or procedural documents, or any previous guidance.
- 1.3 The Tenant shall read and agree to comply with all terms and conditions of the tenancy by signing this document.
- 1.4 The Tenant agrees with the Council to observe and perform the conditions and obligations set out in the Terms and Conditions below.
- 1.5 The Council reserves its right to change the allotment rules from time to time but will make such changes known to tenants in advance in an appropriate manner e.g., through the Council’s website, on-site noticeboard, by email or by letter. Tenants will be required to comply with any rule changes, following the notification process.
- 1.6 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, sublet or part with possession of the allotment plot, or any part of it, under any circumstances.

- 1.7 The Tenant must fully comply with all statutory or local requirements, byelaws, orders or regulations affecting the allotment, as well as any rules or requests made by the Council.
- 1.8 The Council retains all rights and powers over the land. Any officer or agent of the Council may enter any plot or structure to carry out inspections at any time when so directed by the Council and the Tenant agrees that they will not hinder that access.
- 1.9 If the Council is the Tenant of the land under a lease, the Tenant must observe and perform all conditions and covenants that apply to the Allotment contained in any lease under which the Council holds the land, as communicated to the Tenant by the Council.
- 1.10 The Council agrees to let, and the Tenant agrees to take the allotment detailed above in the register of allotment gardens kept by the Council on a yearly tenancy from 1st October this year at a yearly rent, payable in advance, of: £ (Enter Current Rental amount).
- 1.11 A one-off, non-refundable, administrative charge of £10 is payable by new tenants applying for a first plot (whatever size) and payable by existing tenants applying for a new or additional plot. This administration charge is per application and not per plot.
- 1.12 The Council is entitled to vary the annual rent by giving the Tenant 3 months' notice of their intention to do so together with the date effective from.
- 1.13 The Council reserves the right to introduce a charge for water usage, any such charges to be proportionate to water usage on site and allocated on a fair basis.
- 1.14 The Council is entitled to charge the Tenant the full cost (including any reasonable administration charges) of repair or replacement of any property damaged by the Tenant or their guests (including roads, paths, gates, fences etc).
- 1.15 The Council accepts no liability for any loss, theft or damage to tenant's belongings nor any liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party, and the Tenant agrees to indemnify the Council in respect of any such claim made against it.

2 General information

- 2.1 To be eligible for an allotment to be allocated a person must be 18 years or older and resident within the Worcester City Council area.
- 2.2 Any tenant who subsequently moves out of the City Council area, or existing tenants that do not currently reside within the City Council Area, will lose any, and all, concessions that they receive. This concession removal will be applicable from the next 1st October following the date of moving, or 1st October 2022 for existing tenants that do not currently reside within the City Council Area.
- 2.3 Plot allocation is restricted to the equivalent of one full size plot (for example, this could comprise two half plots) per person, with a maximum of two full-size plots (or equivalent) per household.
- 2.4 All allotment plots are let on an as-seen basis. The Council is not able to carry out improvement or clearance works for new tenants.

- 2.5 Each allotment tenancy (full or half plot) will be made in the name of one person only, even if more than one person works on the plot. The named person will be the person responsible for all matters relating to the tenancy.
- 2.6 Where the Tenant is a company, charity, group or organisation the Tenant shall provide to the Council the name of a Nominated Representative who will be responsible for the day-to-day management and operation of the Allotment and shall notify the Council immediately of any change of the Nominated Representative.
- 2.7 Tenants may register a 'Co-Worker' to assist with the management of their allotment. The registration of any Co-Worker must be approved in advance by the Council.
- 2.8 The Council retains the right to refuse admittance to an Allotment to any person other than the Tenant or registered Co-Worker.
- 2.9 The lease year runs from 1st October to 31st September. Invoices for the annual rent will be sent out to tenants in September. The Tenant must pay the full rental amount, less any permitted concessions on or before 1st October each year.
- 2.10 Any tenants that commence their tenancy after 1 October will pay the pro-rata amount of rent advised to them.

3 Site Rules

- 3.1 The Tenant shall only enter or leave the allotment site by the proper roads, paths and gates.
- 3.2 If the access to an allotment site is by way of a locked gate, the Tenant shall ensure that the gate is locked after entering and leaving the allotment site.
- 3.3 Tenants must not restrict access to the allotment plot by installing padlocks, fences, gates or any other unauthorised restrictions.
- 3.4 Tenants must not allow access to third parties through the supply of keys or combination lock numbers.
- 3.5 The Tenant shall not do, or permit to be done, any of the following:
 - Cause any damage, or permit damage to be caused by others, to any Council property or other persons property.
 - Cause any or permit any nuisance or annoyance to any other tenant or to the owner of any adjoining or neighbouring premises.
 - Use any building or shed on the allotment plot for residential or sleeping purposes.
 - Bring firearms or air rifles onto the allotments.
 - Trespass on other tenants' plots.
 - Take any produce, equipment or other belongings from other tenants' plots.
 - Hold social, family or social gatherings.
 - Cause nuisance to other allotment plot tenants by playing loud music.
 - Obstruct other plots, paths or roadways.

- 3.6 The Tenant shall keep paths included in or adjoining the allotment plot clean, free of weeds and in good repair. The Tenant shall not obstruct nor allow to be obstructed any path or road. Soil must be kept clear of the edge of the path to enable rainwater to drain away and to leave a clear and unobstructed path.
- 3.7 Where a plot adjoins a hedge or ditch, the Tenant shall be responsible for keeping the side of the hedge properly trimmed, and the ditches clear.
- 3.8 The Tenant shall not, without prior written consent of the Council, cut, prune, remove or interfere with any timber or trees outside the boundaries of their plot.
- 3.9 The Tenant is not permitted to lay hard surfaces such as concrete, patios or metal surfaces either on or surrounding the allotment plot.
- 3.10 Barbed or razor wire must not be used anywhere on or around the allotment plot.
- 3.11 The Tenant shall not take, sell or carry away any mineral, soil, stone gravel, sand, slate, chalk, flints, clay or sub-strata (or allow any other person to do so) without the written consent of the Council.
- 3.12 The Tenant shall not use carpets, plastic, linoleum or any polythene material to suppress weeds either on or surrounding the allotment plot or on the pathways between the allotment plots.
- 3.13 Tenants must not bring any waste materials onto the allotment site and shall keep their allotment plot, and surrounding area clear of litter.
- 3.14 Any pesticides or weedkillers must be recognised brands manufactured for the specific purpose that they are being used, tenants must comply with current legislation and manufacturer's instructions for use and storage. The storing of material other than for direct and immediate use on the plot is prohibited.

4 Cultivation

- 4.1 The Tenant shall keep the allotment plot free from weeds, well fertilised and maintain it in a good state of cultivation, fertility and condition.
- 4.2 Plots should be actively managed on a regular basis to ensure proper upkeep and maximum environmental benefit.
- 4.3 The Tenant shall not plant any shrubs, conifers or trees that are non-fruiting, or have non-edible fruits. When planting fruit trees such as apples, pears and plums, dwarf rootstock must be used. Trees should not be allowed to grow more than 6 feet in height.
- 4.4 Trees must not overhang the boundaries of the plot.

5 Biodiversity

- 5.1 Biodiversity is actively encouraged. The tenant may utilise up to 20% of a plot for biodiversity purposes including wildflowers, ponds, bug hotels and wildlife habitat piles.

6 Water Supply

- 6.1 The Tenant shall not alter or permit anyone to alter the water supply system on the allotment provided by the Council.
- 6.2 The tenant must always be present when applying water to a plot whether through non automatic means such as a watering can or hosepipe or when using automatic means such as sprinklers
- 6.3 The Council may shut off the water supply if it deems necessary.
- 6.4 The water supply will be turned off during the winter months (between the beginning of November and late March each year), tenants are not permitted to tamper with the main stopcock.

7 Animals

- 7.1 Other than hens or rabbits (to the extent permitted by the Allotments Act 1950), tenants shall not keep any animals or livestock on the allotment plot.
- 7.2 Where rabbits or hens are to be kept, permission must be sought from the Council in advance.
- 7.3 Any structure required to keep the hens or rabbits must be approved in advance by the Council.
- 7.4 A maximum of 5 hens may be kept. Cockerels are not allowed.
- 7.5 The Tenant shall be prepared to demonstrate that keeping of rabbits or hens is done in a way that is not detrimental to the health or wellbeing of the animals and will not cause a nuisance to other allotment tenants.

8 Pets

- 8.1 The Tenant shall ensure that any dogs brought onto the allotment plot are always kept on a lead and under control.
- 8.2 Tenants must ensure the responsible removal and appropriate disposal of dog faeces.
- 8.3 Dogs must not be allowed to foul neighbouring plots under any circumstances.
- 8.4 It is not permitted to bring cats onto the allotment plot.

9 Bees

- 9.1 The keeping of bees and installation of beehives requires the written consent of the Council.

- 9.2 In making an application to keep bees and install beehives, the Tenant must have written agreement from all plot holders whose plots immediately adjoin the boundary of the applicant's plot.
- 9.3 The Tenant shall be a member of the British Beekeepers Association (BBKA) prior to the installation of any hive. The BBKA is an independent organisation that provides training and support along with Public Liability insurance.
- 9.4 Membership of the BBKA must remain in place throughout the period that bees are kept on an allotment plot.
- 9.5 A site inspection will be undertaken by the Allotment Officer, accompanied by an experienced member of the BBKA or Worcester Beekeepers Association (WBKA), to determine the suitability of the plot for housing a beehive.
- 9.6 The Tenant is responsible for arranging for a member of the BBKA or Worcester Beekeepers Association to be present at the site inspection.

10 Disposal of Waste by Incineration

- 10.1 Tenants are only permitted to burn dry organic material that has originated on the allotment, supervised and in a controlled manner within a garden waste incinerator bin.
- 10.2 The Tenant must have regard to the effect of the smoke on other tenants and occupiers of neighbouring premises. Tenants must not allow any fires to burn in such a way as would cause a smoke nuisance.
- 10.3 It is strictly prohibited to burn any of the following materials on the allotment plot:
- Rubber/Plastics/Foam/Paint.
 - Treated or tanned timber (i.e., fence panels, railway sleepers etc)
 - Any material originating from outside of the allotment site/plot (i.e., pallets, chairs, sheds etc.).
 - Any material producing black smoke.
 - Any other hazardous material that could cause environmental damage.
- 10.4 Tenants must not use any liquid, gas or highly flammable material, for example petrol, to assist burning.
- 10.5 Where requested by a Council Officer, the Tenant must extinguish any fires immediately.

11 Fences

- 11.1 The Tenant shall not, without the written consent of the Council, install any type of fence around or on their plot.
- 11.2 Any approved fence must be erected inside the plot boundary, and constructed of recognised fencing materials, to a standard that does not cause any Health & Safety risks.

12 Sheds

- 12.1 Written permission from the Council is required to erect ANY shed or other type of storage facility on site. The applicant must provide the Council with full details before any construction work is undertaken.
- 12.2 A shed or storage facility must be in keeping with the allotment environment having regard to size, aesthetics and materials used.
- 12.3 The Council's consent is subject to tenants obtaining any appropriate planning permission needed and compliance with any applicable building control regulations.
- 12.4 The Tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the Tenant.
- 12.5 Where the Council give permission, this will be for the erection of one shed or storage facility per full plot.
- 12.6 No construction of any kind will be permitted which uses corrugated sheets of iron and is of an ad hoc nature.
- 12.7 All sheds must only be used in connection with the use and management of allotment plots and must be maintained in a good state of repair and condition.
- 12.8 If the Council is not satisfied with the state of repair, it may require the Tenant to remove the shed.
- 12.9 Sheds must not be installed on a permanent base, the structure and the base must be removable to enable clearance at the end of the tenancy.

13 Greenhouses and Other Structures

- 13.1 A greenhouse can be installed on the plot, however, only polycarbonate glazing is allowed. The use of glass for any purpose is not permitted.
- 13.2 The greenhouse must be in keeping with the allotment environment having regard to size and aesthetics.
- 13.3 Tenants are permitted to install compost bins and water butts and other structures intended for environmental purposes. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees.
- 13.4 All structures are to be secured to prevent their being blown away in stormy weather and maintained in a good state of repair and condition.
- 13.5 Greenhouses or other structures must not be installed on a permanent base, the structure and the base must be removable to enable clearance at the end of the tenancy.

14 Vehicle Access, Storage or Maintenance

- 14.1 Some sites provide vehicle access for loading and unloading of items, any vehicle brought onto a site must only remain long enough to allow loading/unloading. Immediately afterwards the vehicle must be removed from the allotment site.
- 14.2 It is forbidden to store any vehicles, caravans, campervans, motorcycles, vehicle parts, tyres etc. on the allotment site.
- 14.3 Vehicle maintenance and/or repairs are not to be undertaken on site and no vehicle parts or tyres are to be brought onto site.

15 Correspondence

- 15.1 Any correspondence, from the Council to the Tenant, shall be sent via email using the email address provided by the Tenant or, if no email address is provided, by post to the registered address.
- 15.2 Any written correspondence from the Tenant to the Council must be sent by email or post to:

allotments@worcester.gov.uk, or

The Allotments Department
Worcester City Council
Warndon Depot
Pershore Lane
Worcester WR4 0AA

- 15.3 The Tenant must immediately inform the Council of any change of address or telephone numbers and email addresses.
- 15.4 Notices to be served by the council on the Tenant will be sent to the Tenant's email address or last known postal address in the Tenancy agreement (or notified to the Council under these rules).
- 15.5 Notices served by post, will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post; Interpretation Act 1978 Section 7.

16 Tenancy Termination

16.1 By the Tenant

- 16.1.1 The Tenant may give up the allotment plot by giving one-month's written notice to the Council.
- 16.1.2 In the event that the termination takes place before the end of the allotment year (1st October – 30th September), the Council will not refund any rent pre-paid for the remainder of that year.
- 16.1.3 The tenancy shall terminate one month after notification of the death of the Tenant. Where applicable, the immediate next of kin may apply to the Council for the tenancy to transfer to them, this is subject to approval by the Council.

16.2 By the Council

- 16.2.1 The Council may terminate the tenancy and require the Tenant to vacate the allotment site for any breach of the terms and conditions of the tenancy.
- 16.2.2 For a first minor breach, or where a breach can be rectified, the Council may issue a warning letter.
- 16.2.3 For further breaches, or where a tenant fails to comply with a warning letter, a Termination Notice may be issued.
- 16.2.4 Immediate termination will be issued to tenants who found to:
- have used, or allowed others to use, verbal or physical abuse to Council officers, other tenants, visitors or neighbours of the allotment,
 - used or allowed anti-social behaviour,
 - have any involvement in criminal activity on the allotment site.
- 16.2.5 If the Council does not receive notification of change of address, email address and/or telephone number from the Tenant and/or if correspondence to the Tenant's address is returned undelivered or emails/telephone calls are unanswered, then the Council may terminate the allotment tenancy.
- 16.2.6 The Council may terminate the tenancy and re-enter the allotment plot after providing three months' notice to quit in writing to the Tenant if the land is required for building, mining or any other industrial purpose (or for roads or sewers necessary in connection with any of those purposes) or if the land is required by Council for the purpose other than agriculture for which it was acquired by the Council or has been appropriated under any statutory provision.
- 16.2.7 Where the Council holds an allotment site under a lease, on determination of that lease arrangement, the tenancy of the allotment plot will be terminated.
- 16.2.8 Where a tenancy has been terminated by either party, tenants will have 1 month from the date of termination to clear their plot; remove all personal belongings, sheds, greenhouses, and other structures and reinstate the plot into a rentable condition.
- 16.2.9 Any sheds, greenhouses or other structures remaining on the plot after 1 month from the date of termination will revert to the ownership of the Council; where these are in a suitable condition, these will be offered for use by the new tenant. If the item(s) are in a poor condition, or if the new tenant declines to take them, they will be removed, and the costs associated (including reasonable administration costs) will be re-charged to the outgoing tenant.
- 16.2.10 The Council reserves the right to recover any costs for remedial work that is required to reinstate a plot to a rentable condition, including the removal and disposal of any waste, should the Tenant fail to reinstate within 1 month of the date of termination.
- 16.2.11 Where a tenancy terminates, for whatever reason, no compensation or refund of any rent paid in advance, will be payable by the Council.