



Allotment Tenancy Agreement

Reviewed

June 2024

1. Introduction

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 498480 or office@biddulph-tc.gov.uk Or by post: Biddulph Town Council Town Hall, High Street, Biddulph, Staffordshire ST8 6AR

2. The Agreement

2.1	<p>This agreement is made on the day of 20....</p> <p>between Biddulph Town Council (hereinafter called the "Council") of one part</p> <p>and of</p> <p>.....</p> <p>..... (hereinafter called the "Tenant") of the other part. Whereby the Council agree to let, and the Tenant agrees to take on a yearly tenancy.</p> <p>This is an important legal contract between you, as a Tenant of Biddulph Town Council, and Biddulph Town Council, as your landlord, and contains the conditions of your Tenancy.</p>
2.2	

	<p>The Council agrees to let and the Tenant agrees to take all that piece of land situated at('the Allotment Site'), plot number..... on the Council's allotment plan.</p> <p>The allotment plot shall be held on a yearly tenancy from the 1 April to the 31 March, at an annual rent of £....., payable to the Council by the Tenant before the 31 December each year ('the Rent Day').</p> <p>12 months' notice of any rent increase will be given by the Council to the Tenant in January of the preceding year, to take effect the following year. It will be shown on your allotment rent invoice.</p>
<p>2.3</p>	<p>The Tenant agrees:</p> <ul style="list-style-type: none"> i. To pay the said rent at the time and in the manner stated clear of all deductions. To inform the Council of any change of address and/or contact details. ii. To use the plot of land for the cultivation of vegetables, fruit, flowers, herbs for their sole use, and for their family and friends and for no other purpose; not for commercial or profit making activities. No trading or selling will take place on site. The Tenant shall keep the soil clean and free from noxious contaminants and non-biodegradable material, such as broken glass, scrap metal, rubble, etc. The keeping of livestock (including chickens) is not permitted. Tools and other personal equipment will be kept safe and secure when not in use. 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. A Tenant may register one legal partner to assist on their plot. v. Not to cut or prune any timber or 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 or officer of the Council to enter and inspect the plot at any time. vii. That prior permission, in writing, must be obtained from the Chief Officer before any shed, or greenhouse or other structure (such as a polytunnel) is erected on the said plot. All sheds, greenhouses, polytunnels and other structures will be kept in good repair. viii. Not to damage any pipe, tap or other article, fixed, provided or supplied by the Council, or use the water provided by the Council for any

	<p>purpose other than the irrigation of growing crops. Hose pipes are permitted if the Tenant remains with the hose pipe; the use of continuous watering equipment (such as sprinklers) is not permitted. Ponds should be no deeper than 50cm deep. Tenants are advised to provide secure fencing. The use of sunken baths as ponds or for water storage is not permitted on safety grounds.</p> <p>ix. To use their best endeavours to protect the fences/hedges etc, enclosing the land and also any notice boards which have been or may at any time during their Tenancy be erected.</p> <p>x. To be responsible for the removal of all rubbish. Dumping of rubbish on any part of the site is prohibited. To use a metal incinerator bin to burn diseased or invasive plant material, which cannot be composted or disposed of in garden waste collections, between the months of April and September only. To report any incidence of vermin to the Council.</p> <p>xi. Small fruit trees may be grown on the plot. There should be no large/forest trees. Trees must be contained by pollarding.</p> <p>xii. To undertake not to cause any nuisance to other Tenants or any neighbours on property surrounding the allotment site. Such nuisance includes inconsiderate use of bonfires, radios, excessive noise etc.</p> <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 their allotment site which have been made or may at any time hereinafter be made by the Council and of which they may be notified.</p> <p>xv. To pay all outgoings.</p> <p>xvi. The Tenant shall not use their allotment plot for residential purposes.</p> <p>xvii. 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. Dog fouling must be immediately removed and disposed of off site.</p> <p>xviii. 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 and visitors to the site.</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

	<ul style="list-style-type: none"> • 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 their 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	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 them on the said plot.
2.6	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 and 3 of the Allotment Act 1922, as extended by the Allotments Act 1950, but not 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>By signing this Tenancy Agreement below you have confirmed you have read and understood the terms and conditions contained in this Tenancy Agreement and Allotment Policy.</p> <p>Signed by the Tenant</p> <p>date</p> <p>On behalf of the Council</p> <p>date</p> <p>..... Receipt Number</p> <p>£. Cheque/Cash received</p>

2.9

Tenant Contact details

Title:

First Name:

Last Name:

Address:

Post Code:

Telephone No:

Mobile No:

Email:

Information provided on this Tenancy Agreement will be held by Biddulph Town Council in accordance with the Data Protection Act 2018.

The information will be used to process your application for an allotment plot and will not be shared with any third parties unless we are obliged to do so by law.

If you have any questions relating to the use of your data please refer to the Councils 'General Privacy Notice for Members of the Public', published to the Councils website (www.biddulph.co.uk).