

# Allotment Terms & Conditions

## Conditions of Tenancy for Allotments

Tenancy agreement for the use of allotments administered by South Gloucestershire Council

### Interpretation of Terms

Throughout these conditions the expression 'the council' means South Gloucestershire Council and those officers appointed by the Council under the Allotments Act 1908-1950.

Definition of persons eligible to be tenants of allotment gardens.

Any person who at the time of application to the Council for an allotment garden is resident within the boundary of South Gloucestershire Council shall be eligible to become a tenant.

### General conditions under which the allotment garden is to be cultivated

**The tenant of an allotment garden shall comply with the following conditions:-**

1. Shall keep the entire allotment clean, free from weeds and in good state of cultivation and fertility. Failure to do so may result in termination of the allotment agreement.
2. Shall use the allotment garden for the cultivation of fruit, flowers and vegetables. Please be aware produce grown close to the allotment boundary could be damaged during our maintenance regime. Please plant well inside the boundary to avoid this.
3. Shall not cause any nuisance, annoyance or violence be it physical or verbal to the occupier of any other allotment garden or neighbouring households, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens, or the paths, which divide individual plots.

4. Shall not without written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.
5. Shall not allow any dogs in his/her charge to enter the site except on a lead. Should a dog foul on the site, the Tenant must clear up the faeces. Failure to clear up after a dog on land open to public access is illegal under the Dogs (Fouling of Land) Act of 1996, and may lead to prosecution and a fine.
6. Shall not keep any chickens or other animals on the allotments.
7. Shall not erect any wire or other fence adjoining the allotment garden without the consent of the Council in writing. Barbed wire is not permitted on any allotment.
8. Shall not sublet, assign, or part with the possession of the allotment garden, or any part of it, without the written consent of the Council.
9. Shall not, without written consent of the Council, erect any building or structure of any kind on the allotment garden and must remove said building if the tenancy terminates. Such structures shall be maintained in good repair. Sheds are permitted to a maximum size of 8ft x 6ft. Plastic poly-tunnels are permitted to a maximum size of 12 ft x 8 ft. Glass greenhouses are no longer permitted. Such structures should be used solely for the storage of garden implements, seeds and produce. The Council shall not be liable for loss by accident, fire, theft or damage to any tools or contents and need not replace any building or structure which is destroyed or damaged. Any structure must be erected at least 18" inside the allotment boundary.
10. Shall ensure the gates are securely locked and the keys and codes are not given to others. Only the Tenant, or person authorised or accompanied by the Tenant is allowed on the site.
11. Shall under no circumstances bring any waste to their allotment for disposal. This will constitute a criminal offence and liable for prosecution under the Environmental Protection Act 1990. Any waste produced by tenants must be removed from site. If waste remains when the tenancy terminates, the cost of removal will be met by the tenant. Any items brought to the allotment garden must be removed on termination of the agreement. All green waste should be composted.
12. Shall use or attach hose pipes to the water points on the allotment site for the sole purpose of filling water butts. The watering of crops with a hosepipe is not permitted. Troughs and standpipes must be used for the sole purpose of irrigation of the allotment garden.
13. Shall not have bonfires anywhere on the allotment site at any time.
14. Shall not drive motor vehicles other than on main pathways, and then only for the delivery of manure, compost or other fertilisers or for the collection of produce or waste. He/she shall not obstruct the pathway by the use of any motor vehicle. Extreme care must be taken not to damage pathways, gates and allotment plots.
15. Shall not use glass, carpet or underlay on the allotments. Alternative material should be used to cover plots.

16. Shall not use the allotment for any trade or business or sell produce from the allotments. The allotment may not be used for any illegal or immoral purpose and Tenants must observe all relevant legislation or Codes of Practice relating to activities they carry out on the allotment.
17. Shall preserve the allotment boundaries unaltered and shall provide and maintain a numbered plate on the allotment garden showing the number as determined by the Council. This plate shall be displayed in a prominent position on the plot at all times.
18. Shall not remove any plants or crops or go onto any other allotment garden without the tenant's permission.
19. The tenant must not plant trees without prior written consent of the Council.
20. Shall only plant dwarf rootstock fruit trees providing they are planted in an area so as not to cause a nuisance to neighbours. The surrounding area must be suitably maintained.
21. Shall not erect, display or exhibit any advertisement board upon any allotment without the written consent of the Council.
22. Shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.
23. Shall not obstruct the free flow of surface water in any trench or cutting abutting on or adjoining their allotment whether such water is from their own or any other allotment.
24. Shall remove all belongings within two weeks and pay any rent or monies owed should the allotment garden be vacated. Compensation will not be paid for any crops grown and left at the end of the Tenancy.

## **Payment of rent**

The rent of an allotment garden shall be paid in advance of the 1st day of January in each year.

For new tenants who take an allotment between January and March, the full amount of rent is payable. For new tenants who take an allotment between April and December, a pro-rata amount is payable.

The amount of rent payable will be increased annually by a percentage as determined by the Council and will be advised to tenants prior to renewal.

## **Power to inspect the allotment garden**

Any officer of the Council shall be entitled to enter and inspect an allotment or structure at any time as directed by the Council.

## **Allocation of vacant allotments**

Vacant allotment gardens must be offered by the Council to applicants on the waiting list except where the plot falls vacant due to a Tenant's death where they must be offered to any member of the Tenant's family who wishes to take over the allotment garden (and if more than one, the one the Council selects). Family is defined as a spouse, son or daughter living with the tenant at the time of death or other family member not living with the tenant but nominated by the tenant before death.

## **Termination of tenancy of an allotment**

This tenancy may be determined in any of the following manners:-

1. By either party giving to the other twelve months' previous notice in writing to expire on or before the first day of June or on or after the first day of December in any year.

2. By re-entry by the Council after giving one month's previous notice in writing to the Tenant upon the occurrence of any of the following:

(i) If the rent or any part thereof is in arrears for not less than forty days whether formally demanded or not or

3. By re-entry by the Council after giving three months previous notice in writing to the Tenant upon the occurrence of any of the following:

(i) If conditions and agreements on the part of the Tenant herein contained in the said Allotment Rules have not been duly observed by the Tenant

## **Service of notices**

Notices to be served by the Council on the Tenant may be:

- a) Left on the allotment garden, or
- b) Sent to the Tenant's address in the Tenancy Agreement by first class post, or
- c) Served to the Tenant personally

Notices served will be treated as properly served even if not received.

Notices to be given to the Council should be sent to the South Gloucestershire Council, Broad Lane Offices, Engine Common, Yate, South Gloucestershire BS37 7PN or such other address as the Council notifies to the Tenant.

## **Change of address**

Tenants are required to give immediate notice in writing to the Council of any changes in his/her address.

## **Disputes**

Disputes between Tenants are to be referred to the Council in writing and the decision of the Council will be binding on all the Tenants involved in the dispute.

## **Allotment agreements**

An agreement for the letting of an allotment garden may be signed by any appointed officer duly authorised by the Council.