

# Bishton Community Council Allotment Agreement

## 1. AGREEMENT TO LET:

AN AGREEMENT made this [ \_\_\_\_ ] day of [ \_\_\_\_\_ ] 20[ \_\_\_\_ ] between BISHTON COMMUNITY COUNCIL (hereinafter called 'the Council') and [ \_\_\_\_\_ ], (here in after called 'the Tenant', 'you' or 'your') of the other part WHEREBY the Council agrees to let, and the tenant agrees to take as a yearly tenant from the 1st day of April 20[ \_\_\_\_ ] the Allotment Garden number [ \_\_\_\_ ] [Underwood Allotments] in the Register of Allotments provided for the Bishton Community Council, and all containing thereabouts, at the yearly rent of £20.00 and at a proportionate rent for any period of less than a year over which the tenancy may extent, subject to the conditions stated below. This agreement applies to all allotment holders and supersedes any previously signed agreements. The Council reserve the right to change, add or adjust any of these rules as required to ensure the safe and efficient running of the allotment site, and the tenant shall observe and perform any other conditions which the Council may from time to time consider necessary to improve the allotment or to preserve it from deterioration.

## 2. TENANTS AGREEMENTS

### a. Rental payment and signing of Allotment Agreement

- i. Payment of the rental fee stated in 1. shall be made between 1<sup>st</sup> March and 30<sup>th</sup> March each year.
- ii. Acceptance of the latest Allotment Agreement document by signature shall be completed between 1<sup>st</sup> March and 30<sup>th</sup> March each year.

### b. Cultivation of land

- i. The tenant shall cultivate the said land as an allotment garden within the meaning of the Allotments Act, 1922, or any statutory amendment or re-enactment thereof and in particular shall not use the said allotment for the purposes of trade or business.
- ii. The cultivation of drugs is not permitted.
- iii. The tenant shall keep the allotment garden at all times properly cultivated, fertilized and used for growing fruit and/or vegetables and/or flowers.
- iv. Sufficient weeding must be carried out to ensure they are kept under control at all times. Weeds shall not be allowed to grow above knee height, encroach on a neighbouring plot or be allowed to go to seed in excessive amounts, where it is deemed neighbouring plots are being negatively affected.

### c. Rubbish disposal & fires

- i. Dumping of rubbish & non-allotment waste on site is not permitted and allotment holders are to remove their rubbish from the site
- ii. Fires are only authorised whilst supervised and must be suitably controlled at all times.
- iii. Fires must not produce excessive smoke which causes a nuisance to neighbouring plots or is directed over the adjacent roads.
- iv. Burning of domestic or industrial rubbish, furniture, mattresses, carpets, plastic pipes, etc. on the allotments is not permitted.

### d. Ownership of Chickens (Hens)

- i. The tenant may keep chickens (hens) on their plot but written permission to hold chickens must first be obtained from the Council.
- ii. A maximum of 4 (four) chicken (hens) per tenant may be permitted (irrelevant of how many allotments they hire).
- iii. No cockerels are permitted.

iv. Each tenant will provide their own chicken “coop” which will be located inside of a secure “run” that provides suitable welfare standards for the chickens. The chicken “run” shall be constructed with appropriate fencing and must enable the Tenant to secure the chickens whilst not in attendance of the plot. If the “run” does not have a permanent covering it must be constructed to allow a temporary covering to be installed upon request from the Council (in case of bird flu outbreak).

v. Chickens are allowed to free range within the Tenants allotment plot under supervision. The tenant will be responsible for securing the chickens within their plots when free ranging and will install sufficiently secured fencing where required.

vi. The daily care and welfare of chickens is the responsibility of the Tenant; therefore, the Tenant shall not keep chickens on their plot for another Tenant. Temporary care for chickens may be handed to another person in case of extenuating circumstances (holiday, illness, etc) but this must not continue for longer than is reasonably required and permission must be sought from the Council prior to making any arrangements.

vii. It is the responsibility of the plot holder to ensure pest control measures are taken. Pest control advice may be provided to the Tenant at any time upon guidance from a professional pest control contractor.

viii. To minimise chicken feed being made available to pests, any feed that is stored on site must be in rodent proof containers at all times. Feed must be provided to chickens in an appropriate container or feeder where scattering of the feed is minimised, and feed must not be scattered onto the floor anywhere on the allotment site.

#### **e. Construction and upkeep of temporary and/or permanent structures**

i. The tenant shall not, without the previous written consent of the Council, erect on the allotment garden or suffer to be erected thereon any hoarding, advertisement, tool house, greenhouse, pigsty, goat pen, chicken coup or other structure or building of any kind. Consent for construction can be obtained from the allotments POC.

ii. The tenant shall not use barbed wire for a fence adjoining any road or path whether set out by the Council or otherwise.

iii. The tenant shall be responsible for the repair of any fences or other structures erected on the said allotment garden

#### **f. Nuisance & behaviours**

i. The tenant shall not cause, permit or suffer any nuisance or annoyance to the Occupier of any other allotment garden or obstruct any path or road whether set out by the Council for the use of the public or the occupier of the allotment gardens, or otherwise.

ii. No allotment holder shall enter another allotment without the other allotment holders permission.

#### **g. Pest control**

i. Tenants who own chickens shall abide, at all times, to the agreements laid out in section 2.3.

ii. It is the responsibility of the plot holder to ensure pest control measures are taken. Additions or changes to pest control measures may be required to the at any time upon guidance from a professional pest control contractor.

#### **h. Dogs**

i. The Tenant shall not cause a dog in his/her charge to be off a lead or suffer to be off a lead at any time whilst outside of the boundaries of the said allotment plot.

ii. Dogs may be allowed to free range the allotment garden providing the animal is suitably secured within the boundaries of the said plot.

iii. The Tenant shall remove and dispose of dog waste from the allotment site.

#### **I. Water supply and usage**

i. A mains water supply is provided at the sole discretion of the Council and is subject to review at any time.

ii. Hose pipes shall not be connected directly to the water supply under any circumstances.

iii. Water drawn from the allotment site supply shall not be removed beyond the allotment site boundaries in containers for any purpose without the express permission of the Council.

**j. Site Access**

- i. The key / combination number to the entry gate will be issued to each allotment user. If a key is issued a cost for a replacement key will be paid at the time of hiring the allotment
- ii. The gate to the allotments is to be kept locked when unoccupied. This is to reduce the possibility of fly tipping and to prevent any unauthorised persons entering the site.

**k. Carpark Areas**

- i. There are two (2) car parking areas for allotment holders to use which are to be kept clear of rubbish.
- ii. Chippings and manure must only be tipped within the dedicated areas
- iii. No unattended trailers, cars or caravans are to be left on the allotment site.

**l. Miscellaneous**

- i. The tenant shall observe and perform any other conditions, which the Council may from time to time consider necessary to improve the allotment or to preserve it from deterioration
- ii. The tenant shall not assign, under-let or part with possession of any allotment the subject of these presents, or any part thereof, without the previous written consent of the Council.
- iii. Any officer, Member of the Council or Contractor authorised by the Council shall be entitled at any time to enter and inspect the allotment garden

**3. Complaints / Termination of tenancy**

- a) Should a dispute arise between tenants relating to breach of this agreement or conduct whilst on the allotments that they cannot resolve between themselves:
  - i. A complaint may be raised with the allotment POC who will make a judgement.
  - ii. If the tenant is not satisfied with the judgement by the POC the issue may be raised to the Council (via the Clerk) whose decision will be final.
  - iii. If a *tenant* raises a complaint against the POC they must raise the issue with the council (via the Clerk) who will investigate the matter. The council's judgement will be final.
  - iv. If the *POC* raises a complaint against a tenant it must be raised to the council (via the Clerk) who will investigate the matter. The council's judgement will be final.
  - v. Any occurrences of bullying and harassment on the allotments should be reported directly to the council (via the Clerk) who will investigate.
- b) Should any tenant breach any of the conditions set out in this agreement the following procedure will be adopted:
  - i. The Allotments POC will issue a verbal warning to the allotment holder. If the breach re-occurs a 2<sup>nd</sup> verbal warning will be given. The Allotments BCC Allotment WG are to be kept informed.
  - ii. If a further breach of the rules by the allotment holder occurs the allotments POC will then report the matter to the Allotments WG for escalation to the Council who, after consideration, may issue a written warning. If the allotment holder continues in breach of the rules a final written warning will be issued.
  - iii. If the allotment holder still ignores these warnings the Council reserves the right to terminate the agreement with immediate effect.
- c) In the event of the death of the tenant, the Next of Kin shall be given 4 weeks to remove all possessions belonging to the tenant before it is assigned to a new tenant. There will be no proportionate refund for the remaining period of the tenancy.
- d) If the tenancy ceases before completion of the full term due to a breach of conditions, or where the tenant decides to forfeit the allotment garden, there will be no proportionate refund for the remaining period of the tenancy.

**e) New Tenants**

- i. All new tenancies will begin with a 6-month probation period which BCC will monitor from the date of hire.
- ii. If the tenant is in breach of this agreement during probation the council reserve the right to end the tenancy with immediate effect without refund of the rental fee.

**4. COMMUNICATIONS & NOTICES**

**a. Communications to and from the Council**

- i. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Council Clerk for the time being and may be served on the Tenant either personally or by leaving it as his last known address or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden comprised herein.
- ii. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent via email or post to the Allotment POC.

**5. Data Protection**

By signing this Allotment Agreement, you confirm that Bishton Community Council can continue to use your personal data in line with our Data Privacy Policy detailed below: -

**GENERAL DATA PROTECTION REGULATION:**

The General Data Protection Regulation (GDPR) means that you now have more control over how your data is safeguarded and used. Bishton Community Council will ensure that all data protection legislation is adhered to and will protect securely any data that it collects. Details of our Data Privacy Policy can be found on the Bishton Community Council website [www.bishton.org.uk](http://www.bishton.org.uk). The data relating to allotments and allotment holders is limited to the contact details of members, prospective members (on waiting lists) and former members who have recently relinquished their allotments. Contact details include names, postal and email addresses, telephone numbers including landlines and mobile phones. This data will be used for the purpose of contacting members, for example to send newsletters and collect rents though individual members may also be contacted for other legitimate purposes, for example if there has been damage to an allotment or shed, the plot is being neglected or other reasonable purposes. This data will not be shared with other individuals or other organisations without the individuals agreement.

**6. TENANT DECLARATION**

**As witness the hands of the parties hereto:**

**Allotment number:**

**Tenant Name (Print in Caps):**

  

**Tenant Signature:**

 

**Tenant Address:**

  

**Tenant Contact Details:**

**Plot Number:**

**Witness (Council Representative):**

WITNESS SIGNATURE	&	Date
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\* The signed copy to be retained for council files.

The tenant must receive a copy for their reference.

**6. TENANT DECLARATION**

**As witness the hands of the parties hereto:**

**Allotment number:**

Allotment number
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**Tenant Name (Print in Caps):**

FIRST NAME/S
SURNAME

**Tenant Signature:**

TENANT SIGNATURE	Date
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**Tenant Address:**

HOUSE NUMBER, STREET NAME
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TOWN/CITY
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POSTCODE
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**Tenant Contact Details:**

PHONE NUMBER
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EMAIL

**Plot Number:**

#

**Witness (Council Representative):**

WITNESS SIGNATURE

&

Date

*\* The signed copy to be retained for council files.*

*The tenant must receive a copy for their reference.*