



Plot :

Name:

Allotment Holder Agreement

Based on National Allotment Society Agreement

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Balderton Parish Council version 2, July 25th 2024

THIS AGREEMENT is made the DD day of MM YYYY

BETWEEN

(1) Balderton Parish Council of Balderton Village Centre, Coronation Street, Balderton, NG24 3BD, ("the Council") and

(2) Name , of Address

("the Tenant")

This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, correspondence, undertakings, or promises, whether oral or written, of any party to this Agreement.

NOW IT IS AGREED as follows:

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at Glebe Park Allotments ("the Allotment Site") numbered xx on the Council's allotment plan. SIZE plot ("the Allotment Garden").

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from September 1st at an annual rent of £xx which is payable to the Council by the Tenant on the 29th September of each year ("the Rent Day").
- 3.2. 2 months' notice of any rent increase will be given by the Council to the Tenant in the preceding year to take effect the following year.
- 3.3. Water supply shall be included in the rental charge.
- 3.4. Where additional amenities are provided on the Allotment Site these may be taken into account when setting the following year's rent.

4. Bond¹

4.1 The Tenant will pay the council a refundable bond of £100. This must be paid to the council before the key to the allotment site is handed over to the tenant.

4.2 The council will return the bond to the Tenant subject to the allotment being left in a clean and satisfactory condition and the key returned to the parish council office (see clause 11). Should the plot not be left in a clean and satisfactory condition and the key not returned, the council will retain the bond and use this towards bringing the allotment to a satisfactory condition. Should this cost more than £100 the tenant will be charged. Should this be less than £100 the balance will be repaid to the tenant.

5. Rates and Taxes

5.1. The Council will pay all rates and taxes.

6. Cultivation and Use

6.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

6.2. The Tenant may not carry on any trade or business from the Allotment Site.

6.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.

6.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

7. Prohibition on Under letting

7.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

8. Conduct

8.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

¹ Clause 4 will be used for new tenants only. For existing tenant this will read 'A £10 key deposit is payable for keys to the allotment; this will be returned to the tenant when the keys are returned to the parish council office'.

- 8.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 8.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 8.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 8.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 8.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 8.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

9. Lease Terms

- 9.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

10. Termination of Tenancy

- 10.1. The tenancy of the Allotment Garden shall terminate

- 10.1.1. automatically on the Rent Day next after the death of the Tenant, or

- 10.1.2. by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

- 10.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:

- 10.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

- 10.1.3.2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

- 10.1.4. by re-entry if the rent is in arrears for not less than 40 days, or

- 10.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or

- 10.1.6. by the Council giving the Tenant at least one months notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than one mile out of the borough, district or parish.

11. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

12. Change of Contact Details

12.1. The Tenant must immediately inform the Council of any change of address, telephone number or email address.

13. Notices

13.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

13.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

13.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

13.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council by xxx

In the presence of xxx

Signed by the Tenant

In the presence of

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.

3. Security

- 3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. Please ensure that the gate is always locked when you leave the Allotment Site. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys).

4. Inspection

- 4.1. Council representatives will inspect allotments twice each year. Should a plot not be maintained as stipulated by the terms of the this agreement, the council will write to the tenant to explain which terms are not being met and giving the tenant a reasonable opportunity to meet the terms of the agreement. Should this not be met the council reserves the right to cancel the agreement. (see clause 10).
- 4.2. An officer of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. The Tenant shall always have consideration for other tenants when extracting water from water points. Hoses should be used sparingly and not left on. Sprinklers are not permitted.
- 5.3. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue. Fires should be lit when the wind conditions are right with consideration to neighbouring properties. All fires must be always attended and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. Fires only permitted when the wind is in the correct direction i.e blowing down to the playing field and not in the direction of homes close to the allotments. The tenant may only have a fire within their plot. he tenant should be be prepared to extinguish if environmental conditions change or advised by council official or an allotment members representative.
- 5.4 Tenants are not permitted burn their allotment waste elsewhere on the Allotment Site.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock

- 7.1 Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock or insects (i.e. bees) on the Allotment to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 7.2 Livestock must be kept so that they are not prejudicial to health or a nuisance.

8. Buildings and Structures

- 8.1. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant planning authority.
- 8.2. Glass greenhouses are permitted if they are maintained to not be a danger to other users of the allotment site. Glass substitutes such as polycarbonate, perspex or other

alternatives may be used in any permitted structures. All structures including poly tunnels should be securely fixed.

- 8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. The Tenant must cover any manure heaps on the Allotment Garden. Consideration of the nearby watercourse should be given to ensure the manure does not leach into it. (Manure to be spread in the Autumn and dug in the ground in the Spring.
- 9.3. All non compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.
- 9.5. The Tenant will not use carpet or tyres on the allotment.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any gases, sprays or fertilisers the Tenant must
 - 10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - 10.2.3. comply at all times with current regulations on the use of such gases, sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with all relevant legislation.
- 10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

11. Notices

- 11.1. The Tenant will keep the plot number markers provided by the Council visible at all times. The markers remain the property of the Council and will be maintained by the Council.
- 11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

12. Car Parking

- 12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.
- 12.2. Where safe cars may be taken to plots to drop off or collecting from that allotment plot. Parking in these circumstances must be temporary (maximum 15 minutes) and not cause any blockage or nuisance to any other allotment site user.
- 12.3. Allotment holders who have mobility issues or are disabled can contact the council office for a pass for their windscreen to evidence that permission has been given for them to park next to their allotment.