

BROADSTONE TOWN COUNCIL

Tenancy Agreement for an Allotment Garden

WHEREAS:

- A. The Council provides allotments within Broadstone Parish pursuant to the provisions of the Allotment Acts 1908 to 1950
- B. Pursuant to section 23(1) of the Smallholdings and Allotment Act 1908 the said allotments are provided for persons permanently resident within the Broadstone Parish.
- C. The Allotments Garden offered is within the Broadstone Allotments situated at Lower Blandford Road, Broadstone, Dorset BH18 8NT

Definitions

In this Agreement:

- I. The tenant *[insert full name of tenant]* of *[insert tenant's address]* ('the tenant') by which it is agreed.
- II. "The Plot" means the allotment garden numbered *«PlotID»* and containing *«Area»*m² or thereabouts
- III. "the Rent" means the annual sum of *«YearRent»* or such annual sum as shall be notified to the Tenant by service of not less than twelve calendar months previous notice in writing expiring on or before the Sixth day of April or on or after the Twenty-ninth day of September in any year
- IV. "The Council" meaning Broadstone Town Council
- V. "The Allotment Manager" means the Proper Officer of Broadstone Town Council.

The following agreement being made is between the Council and the Tenant

1. The Council agree to let and the Tenant agrees to take on the plot on a yearly tenancy from the *«DateLet»* subject to the payment of the Rent in advance and at a proportionate rent for any part of a year over which the tenancy may extend the first of such payments to be made on or before the execution of this agreement.
 2. The tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable:
 - a. in full by the *1st* day of *Month* 2026 and for every year after the first year of the tenancy by the *1st* day of October.
or if necessary
 - b. on four equal instalments the first such instalment shall be due on the commencement of the tenancy with subsequent instalments due by:
 - *1st* day of January
 - *1st* day of April
 - *1st* day of July
- and for every year after the first year of the tenancy the first instalment shall be due by:
- *1st* day of October
 - *1st* day of January
 - *1st* day of April
 - *1st* day of July

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3. The Tenancy may be brought to an end:
- a. By either party giving to the other twelve calendar months previous notice in writing to expire on or before the Sixth day of April or on or after the Twenty-ninth day of September in any year.
 - b. Immediately if a signed copy of this agreement is not returned to the Allotment Manager within fourteen days of the intended commencement of this tenancy.
 - c. On the day of the expiration of the tenancy of any deceased plot holder. The tenancy will not automatically transfer to a next of kin; a request for such a transfer will have to be made in writing to the Allotment Manager.
 - d. If at any time the Tenant shall cease to be resident in the Broadstone Parish.
 - e. By re-entry by the Council at any time after giving three calendar months previous notice in writing to the Tenant on account of the plot being required
 - (i) For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - (ii) For building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes
 - f. By re-entry by the Council at any time
 - (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not
 - (ii) 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 affecting the cultivation of the plot at least three months have elapsed since the commencement of the tenancy or
 - (iii) If the Tenant shall become bankrupt or compound with his creditors
 - g. During the tenancy the Tenant shall Cultivate the plot to the satisfaction of the Allotment Manager for the production of vegetables or fruit crops which continue productive for not more than one year for consumption by the Tenant or his/her family and not for commercial purposes.

To aid in the understanding of what is meant by satisfactory cultivation the following percentage of the total plot area should be cultivated as follows;

 - (i) 25% of the plot cultivated within the first three months of the commencement of the tenancy.
 - (ii) 75% of the plot cultivated within the year of the commencement of the tenancy
 - (iii) 95% thereafter.

Failure to achieve these standards initially or if the plot becomes overgrown in excess of the standards above will result in a non-cultivation notice being served on the tenant.

This notice will allow a four-week period for the tenant to correct the state of the plot and bring it back into cultivation according to the appropriate standards as set out above. If the plot does not meet these standards when re-inspected, then a termination notice will be issued. This notice will bring the allotment agreement to an end and allow the tenant two weeks to clear the crops and belongings from the plot before the plot is re-let.
 - h. Keep the plot in a proper state of cultivation free from weeds and well manured

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- i. (Weed suppression by the use of old floor coverings such as carpets is not acceptable).
- j. The Tenant shall not plant or cultivate any invasive non-native species as defined under current legislation.
- k. The Tenant shall not bring onto or store on the plot any waste materials, scrap metal, household refuse, vehicle tyres, asbestos, hazardous substances, or other materials not reasonably required for the cultivation of the plot.
- l. Not to cause or permit any nuisance or annoyance to the tenants of other plots or obstruct any path or road set out by the Council for the use of the public or their tenants
- m. Not bring, keep or breed animals in the Allotment Garden without first obtaining the Council's written consent; (Noting dogs on leads are permitted without prior written consent, however the owner is responsible to clean up any mess).
- n. Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - (i) Any tree planted on the plot prior to the commencement of this Agreement and previously authorised by Bournemouth, Christchurch and Poole Council ("BCP Council") may remain on the plot provided that:
 - a. the tree is maintained by the Tenant at a maximum height of 2 metres;
 - b. the tree is kept in a healthy and safe condition;
 - c. the tree does not cause nuisance, excessive shading, obstruction or damage to neighbouring plots or Council property.

Any tree not previously authorised by BCP Council, or for which no evidence of prior permission can be produced upon request, shall be removed by the Tenant unless written permission for its retention is granted by Broadstone Town Council.

Broadstone Town Council reserves the right to require the pruning, reduction or removal of any tree where it considers this necessary for the proper management of the allotment site.
- o. Not cut or prune any timber or other trees nor remove or permit to be removed any mineral gravel sand clay or soil from the plot
- p. The Tenant shall use water responsibly and must not deliberately wastewater supply for allotment purposes
- q. Not to use a mechanical pump or other mechanical device to draw water from any water trough or other means of providing water for the use of tenants without the consent in writing of the Council (which consent may be withdrawn at any time) and not to use any such trough or other means in such a way as to breach Regulation 5 of the Water Supply (Water Fittings) Regulations 1999.
- r. Not alter the character or size of the plot in any manner and keep every hedge (if any) that forms part of the bounds thereof properly cut and trimmed and all ditches (if any) properly cleansed and keep in repair any fences and gates on or bounding the plot to the entire satisfaction of the Council and at the end or sooner determination of the tenancy yield up the same to the Council
- s. Not erect on the plot any hoarding advertisement board structure, building of any description (including greenhouse) except a wooden tool shed painted in green or wood stained with a maximum size of 1.8 metres by 1.8 metres (6ft x 6ft) to the design and in the position approved of by the Council and forthwith to remove the same if and when called upon so to do by the Council
- t. Not erect any form of boundary fence to the plot without the written consent of the Council

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- u. Leave 225mm (9 inches) clear on all sides within the boundary of the plot to form common paths
- v. To maintain the path to the North and East directly adjacent to the plot.
- w. Not assign the benefit of this agreement nor sublet the plot or any part thereof
- x. Observe and perform any other special conditions which the Council may make to preserve the plot from deterioration and of which notice will be given to the Tenant
- y. Permit any duly authorised member or officer of the Council at any time to enter and inspect the plot
- z. Discharge any outgoings payable in respect of the plot
- aa. Within 7 days of any demand by a proper officer of the Council or its agents from time to time to produce to the Council or its agent evidence (in the form of a Council Tax demand or utility bill in the name of the Tenant) that the Tenant resides within the Broadstone Parish.
- bb. Immediately to notify the Council or its agent in writing of any change in the place of residence of the Tenant
- cc. Have regard to the wildlife and biodiversity of the site in respect of protected flora and fauna and also with regard to notifiable pest and diseases.
- dd. Be expected wherever possible to collect and recycle rainwater through water butts.
- ee. Recycle green waste produced on site by composting
- ff. Tenants are advised that no human or animal ashes should be scattered on the allotment plot or site.
- gg. That as the Council would like to encourage self-sufficiency of Allotment Gardens that the use and composting of vegetation and saving and reusing where possible water etc should be carried out by the Tenant. These areas should not contain hazardous materials and should be checked for evidence of vermin.
- hh. Wherever possible to use polycarbonate sheets rather than glass.
- ii. Tenants must take due care of the plot and not cause a hazard to other users of the site in general. In addition to this requirement the Tenant agrees not to store any pesticides or flammable liquids on the site and
 - (i) to carry out appropriate risk and COSHH (Control of Substances Hazardous to Health) assessments before using pesticides and to ensure that care is taken not to expose children others and pets to potential hazards
 - (ii) to follow label recommendations including use and disposal instructions taking particular note to references to use on allotment gardens
- jj. Tenants must not burn any waste or use bonfires or incinerators.
- 4. Any notice under this agreement shall be deemed to be duly served on the Tenant if it is given under the hand of the Allotment Manager for the time being of the Council and delivered to the Tenant at the last known place of abode or sent there by post and any notice to the Council shall be deemed to be sufficiently served if delivered to the Allotment Manager for the time being of 34 Egmont Road, Poole Dorset BH16 5BZ or sent by post
- 5. The Tenant shall on termination of the tenancy be entitled to compensation only in the events and to the extent prescribed by Section 2 sub-sections (2) and (3) of the Allotments Act 1950 but not further or otherwise

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6. The Council shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 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.
7. On termination of the tenancy the Tenant shall remove all personal property, structures, equipment and waste from the plot unless otherwise agreed in writing by the Council.
8. The Council will encourage Bee Keeping on allotment sites where appropriate. All beekeepers must provide evidence of being a member of the British Bee Association and sign up to the Broadstone Town Council Bee Keeping Agreement prior to the installation of any hives on the Plot.
9. A copy of the Bee Keeping Agreement along with guidance notes is available from the Allotment manager on request.

I have read and understood the attached Tenancy Agreement and agree to abide by them.

SIGNED by the Tenant: _____

Date _____

in the presence of:

Broadstone Town Council Officer or Member:

Signature: _____

Full name: _____

Date: _____

DATA PROTECTION ACT 2018

The Data Controller for the Council is the Proper Officer.

Personal information about you with regard to this tenancy agreement may be held in both manual and computerised systems under Data Protection Act 2018.

This information will be used for the purpose of administering and managing Council allotments.

