

# Allotment Tenancy Agreement

## Terms & Conditions



Bishop's Castle Town Council

These terms and conditions are made in accordance with the Allotments Acts 1908 to 1950.

Tenants must observe and comply with current rules, regulations, and policies and those which the council may make at any time in future (e.g. statutory law changes or local restrictions).

The terms and conditions will be available on the council's website [www.bishopscastletowncouncil.gov.uk](http://www.bishopscastletowncouncil.gov.uk) and issued to tenants when they first commence their tenancy and to all existing tenants to notify of any changes that are made. Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment.

### **Non-compliance of these terms and conditions**

Failure to observe the terms and conditions will lead to tenants a) being contacted and asked to improve, and b) receiving a warning notice if they fail to do so. Failure to comply with the warning notice will result in tenancy termination.

In the event of a breach of the terms and conditions the council reserves the right to enter any plot, with or without the consent of the tenant, to carry out activity for corrective action to bring the site back in line with the terms and conditions. If this results in costs the council has the right to seek recovery of costs from the tenant(s) that have breached the terms and conditions.

### **Council responsibilities**

Whilst it is the tenant's responsibility to comply with these Terms and Conditions, the Council also has responsibilities as follows:

- To keep allotment representatives informed of relevant and appropriate information relating to the management of the site.
- To ensure the enforcement of the terms and conditions and take the appropriate action for any breaches.

- To keep the allotment site in a maintained and safe condition.
- To investigate any unauthorised use of the site and take appropriate enforcement action.

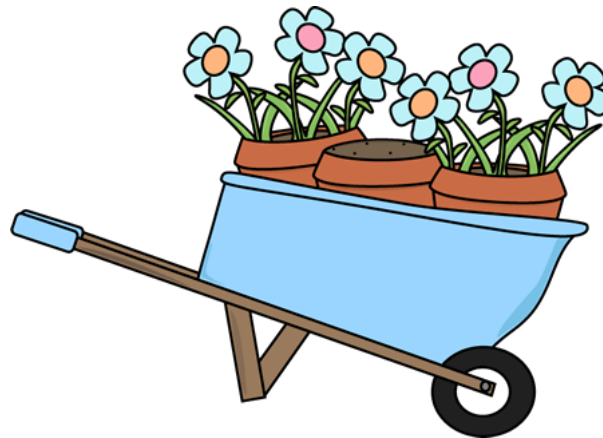
Tenant(s) observing the terms and conditions contained in this document may peaceably use and enjoy the allotment garden without any interruption by the Council, Love Lane Allotment Society, or any person claiming under or in trust for the Council or LLAS.



## **Contents**

	Page
1 The tenancy	6
2 The allotment site	8
3 Plot management	9
4 Restricted items and activities	13
5 Termination	15
6 How to make a compliment or complaint	15
7 Glossary of terms and interpretations	16
8 Privacy Notice for the Allotment Service	18
9, Site maps of allotments	21 & 22

9 Appendix 1 – Environmentally Friendly methods and cultivation standards	23
10 Appendix 2 - <b>Specification</b> for permanent netted cages at Love Lane Allotments.	24



# 1. The tenancy

## 1.1 Records

It is the tenant's responsibility to immediately inform the council of any change of address, email address, telephone number or name. **If the tenant moves beyond a 3-mile radius outside of the parish, their tenancy will automatically terminate.**

## 1.2 Tenancy sub-letting

The tenancy of an allotment is personal to the tenant or joint tenants named in the agreement. The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

The tenant may share cultivation by registering one "named helper". The named helper must be approved by the Council and LLAS and supply their name and contact details. The named helper will have no rights of tenancy. The tenant of the plot will pay LLAS the insurance indemnity premium on behalf of the helper. The named helper is bound by these Terms & Conditions. Any breaches of them will result in the agreement relating to the named helper being immediately withdrawn and may also have consequences for **the tenant.**

## 1.3 Rent

Rent is charged and runs from the January 1 to December 31.

Tenants taking up tenancy during the rent period will be charged pro-rata.

New tenants are required to pay a substantial deposit, returnable if their plot is left in good order when they leave.

Concessionary discounts are applicable to anyone in receipt **of a means tested benefit upon submission of proof.**

**Deposit payments can be spread over 12 months.**

Tenants will be notified in advance of any increases in their rent prior to being invoiced, and the rent must be paid by January 1<sup>st</sup>.

There will be no refund of rent if the plot is terminated or if a tenant breaches the terms and conditions and their plot is repossessed.

Tenants are only allowed to rent one allotment plot, two half plots or two micro plots per household.

Plots should be left in a lettable condition and new tenants take on a plot "as seen".

The allotments are available to applicants living within the parish or within a 3-mile radius of the parish boundaries,

irrespective of gender or ethnicity, provided they observe the rules. The Council keeps a Waiting List., operated strictly in date order. The Council no longer lets plots to persons living outside the above stated area. Current tenants living outside the area are accepted at their existing address.

Included in the tenancy is mandatory membership of Love Lane Allotment Society (LLAS). The membership fee, to be reviewed annually, will be included in the annual rent and collected by the Council on behalf of LLAS.

Tenants' addresses and other contact details will be shared with BCAS for administrative reasons. By signing the Allotment Tenancy Agreement, you consent to the sharing of this information between the Council and LLAS (see Privacy Notice for the Allotment Service page 13).



## 2. The allotment site

### 2.1 Access

Tenants should access the site via the track entrance. There are no public rights of way across the site. Cars may be brought onto the site for the purpose of loading and unloading. Please note that the tenancy does not give a right to a parking space. No parking is allowed on grass areas. Tenants should close all gates when entering or leaving the site and lock the main gate if no-one else is on the site.

### 2.2 Pathways

Tenants should not obstruct or infringe any path or roadway communal or otherwise. Pathways must be maintained wide enough to allow for mowing. Paths must also be clear of overhanging branches and vegetation. Where this is not adhered to, they may be cut back to within the plot boundary.

The council is responsible for the maintenance of the boundary fence/hedge and the main pathways. Any problems with these should be reported to the council clerk who will arrange inspection and remedial action.

### 2.3 Communal Resources

Love Lane Allotment Society (LLAS) and tenants share the responsibility, for the upkeep and tidiness of communal areas. The perimeter fences are to be kept clear of weeds and free from plant growth, and tenants must not use the perimeter fence as a support for plants.

The communal BBQ area is for all members to use.

LLAS organises delivery of manure to the site which must be fairly shared between all tenants. Communal sheds, greenhouses and resting areas are organised by LLAS and the rules appertaining to them must be respected.

### 2.4 Water

The use of hose pipes is allowed but these must be handheld. Use of sprinklers is not allowed. The water supply will be turned off in winter. Water butts are encouraged but **must** be kept covered for health and safety reasons. Personal, individual standpipes are not allowed.



## 3. Plot Management

### 3.1 Cultivation of plots.

Allotment plots must be in a good state of cultivation, growing of herbs, flowers (including wildflowers), fruits and vegetable crops, using environmentally friendly methods, see Appendix 1 for the definition. Chemicals including herbicides must not be used.

Two thirds or 66.7% of the area, including inside polytunnels & greenhouses, must be cultivated in the growing season. Keep all edges of the plot and paths trimmed and free from weeds. The other 33.3%, even though it may be fallow, must be free from weeds. It can be covered by weed suppressant fabric or green manure crop or other soil conditioner. The third or 33.3% of the plot can be the shed, grass or patio for pastimes, eating and/or relaxing.

The plot shall be managed in an environmentally friendly way, giving due regard to biodiversity. Rainwater harvesting, and home-produced compost and fertilisers shall be used wherever possible. Inspections will be carried out annually, usually in June & September, by a council authorised officer. During the first year of a new tenancy there will be no inspection.

Any fruit, vegetables or other produce grown on a plot should be for the tenants' family or friend's consumption. It is not permitted to run an allotment plot as a business.

### 3.2 Plot numbering.

Plots will be numbered by tenants and number boards or numbers must be displayed in a visible place. **If any plots do not have a visible plot number, the plot holder will be contacted to rectify this. The council also have the right to mark the plot by either marking a structure on the plot or placing a marker in the ground.**

### 3.3 Non-cultivation of plots.

**Any plots that are identified as not being cultivated in line with the terms and conditions will result in the plot holder being contacted. The plot holder will then be provided the opportunity to carry out works to cultivate the plot, or to terminate their tenancy. If the allotment holder takes no action to cultivate the plot to the specified minimum requirement, they will be warned that their tenancy could be terminated. If this second contact achieves no result, then the council will terminate the tenancy and re-let the plot.**

Tenants that breach the non-cultivation condition three times within an 18-month period will have their tenancy terminated on the third occasion.

### **3.4 Safety.**

It is the responsibility of the tenant to ensure that the plot is worked and maintained in a safe manner. Any injury caused to another person visiting the site that is caused by an unsafe practice of a tenant is the responsibility of the tenant.

Each allotment holder is reminded that they have a duty of care towards other allotment holders and any members of the public who may be on site.

- To this end, they should make sure that there are no obstructions on the paths,
- that no hazardous chemicals are brought to the site,
- that extreme care is taken when driving on site,
- that any structures are solidly built and will not collapse
- that anyone using garden machinery has read and understood the safety instructions.

### **3.5 Weed control.**

It is the plot holder's responsibility to always keep the plot free of weeds.

Weed suppressant coverings are permitted. Any weed suppressant covering must be secure and safe.

Coverings will only be short term and temporary to suppress weeds in readiness for cultivation of crops. All coverings must be removed at earliest opportunity and stored tidily.

### **3.6 Tree Planting & Invasive plants.**

Tree planting, other than dwarf stock fruit trees, is not allowed. Those with fruit trees must not allow the roots and canopy to infringe on any other plot.

Invasive plants such as bamboo, all types of willow and fast-growing conifers, including Christmas trees, are not permitted. If any invasive type plants are identified on an allotment plot, the plot holder will be contacted and advised of the action to be taken.

Soft fruit bushes such as currant and gooseberry are allowed.

### **3.7 Composting**

Only non-diseased garden and vegetable waste can be used in compost bins. Compost bins should be free of any other waste.

### **3.8 Sheds and other structures**

It is the tenant's responsibility to protect, secure and insure their personal belongings including sheds and other structures. Any loss by accident, fire, theft or damage of any structures, tools, plants, or contents on the allotment is the responsibility of the tenant.

Sheds must be made of wood and no bigger than 1.8m x 1.2m (6ft x 4ft.). The structure must not cast shade on neighbouring plots. It will be part of the allowed 33.3% non-cultivation.

The size of structures other than sheds will be dealt with on an individual basis.

Polytunnels are as follows: half plots max size 3m x 2m, full plots max 4m x 3m. Only one polytunnel on the plot.

Micro plots: no polytunnel allowed.

Anyone wishing to erect a new shed, glass house, polytunnel, fruit frame or any other structure or is considering replacing an existing shed, glass house, polytunnel or any other structure must complete an application form which can be found online at [www.bishopscastletowncouncil.gov/allotments](http://www.bishopscastletowncouncil.gov/allotments). This application form will be sent to LLAS for consideration and then to the council for written permission. Anyone found to have erected a new structure or replaced an existing structure without the necessary consent will be asked to dismantle and remove the structure from site. Structures should not exceed 2.5m in height.

Those with fruit frames must comply with all regulations concerning netting (see Appendix 2). Netted cages must be inspected regularly and frequently for holes, damage, and trapped wildlife which must be free immediately and vet assistance obtained where necessary. If distressed/trapped wildlife becomes a regular and serious issue, then the owner of the offending fruit cage will be asked to remove all netting. It is the responsibility of the tenant to protect and preserve wildlife (except vermin) on their plot.

Fencing, barbed wire, netting etc is not allowed adjoining any communal path. Boundary hedges are not permitted. All structures must be set back a minimum of 1 foot (12 inches/30.5cms) from the plot boundaries. **Fences should be within the boundary of the plot.**

Any structure on the allotment must be temporary, maintained in a safe condition and not constructed from hazardous waste.

If the council identify any concerns with the safety or appearance of the structure the council will contact the plot holder and request either repairs or removal is carried out. Failure to undertake the works to the standard acceptable by the council will result in the council acting to either dismantle the structure which may also involve removal from site. Any costs incurred by the council will be recharged to the allotment holder.

### **3.9 Unsafe structures**

Any tenant that has a structure that is in an unsafe condition will be contacted and advised what action to be taken. The plot holder will be provided an appropriate time to deal with the issue. If the structure is not made safe or removed the authorised officer will arrange to have the structure dismantled and removed from site. Reimbursement for any costs associated with this will be sought from the plot holder.

### **3.10 Plot pathways**

All paths between allotments must be wide enough to allow for easy pedestrian access to neighbouring tenants' plots and to allow the mower to cut the grass. They must be always kept clear of obstructions to allow for mowing. They must also be clear of overhanging branches and vegetation. Where this is not adhered to, they may be cut back to within the plot boundary.



## 4. Restricted Items and Activities

### 4.1 Waste materials, storage & fly tipping

Not to fly tip or deposit on the allotment site any waste or any refuse or decaying matter. Waste materials that are prohibited on site include: rubble and hard core, hazardous and polluting materials such as asbestos and chemicals, domestic household items e.g. bathtubs, doors, furniture, glass bottles, commercial waste, animal skins and scrap metal.

Not to place anything whatsoever in any hedges, ditches or woodland area situated in the allotment site or on any adjoining land. Poly tunnels must adhere to the 66.7% (2/3ds) for cultivation and only materials that are used to aid the growing of herbs, flowers, fruit and vegetable crops are permitted to be stored on the plot.

The bringing on site of any prohibited materials shall be treated as illegal disposal of waste and will result in immediate notification to the tenant and a warning notice issued. The council will organise for clearance of such waste and the tenant will be recharged the full cost plus an administration fee.

### 4.2 Burning of waste.

Bonfires/open fires are not permitted at any time. The Allotment Society Insurance Policy bans the burning of bonfires on allotment gardens. The use of garden incinerators is allowed. All green waste is to be composted or recycled.

### 4.3 Anti-social behaviour

Tenants must ensure that their own or that of their co-worker, children or guests/visitors behaviour, language or conduct is not causing a disturbance, alarm or distress to others.

They are responsible for the safety and good behaviour of any children brought onto the site and to supervise them whilst on the allotment site. Children are not allowed to trespass on other plots.

### 4.5 Illegal activity

Anyone suspected or caught carrying out illegal activity will be reported to the police immediately. The tenancy would be suspended pending the police investigation. If the police look to take any action one month notice to quit will be issued and the tenant will be supervised while clearing the plot.

#### **4.7 Unauthorised persons**

Those that have not been authorised to enter the site by either the tenant, the allotment representative or the council will be deemed as trespassing.

Those considered to be trespassing can be ordered to leave the site immediately.

In some circumstances the police may need to be contacted to provide assistance.

#### **4.8 Dogs**

Dogs are permitted on the allotment site but they must be kept on a lead and under control at all times. Owners must clear up after their dogs and take home dog waste to dispose of as there are no facilities to dispose of dog waste on site.

Allotment holders with dogs that cause a nuisance, either constantly barking or harassing other dogs, users or visitors of the site will be contacted by the council's authorised officer and advised of what action is to be taken. This could include stopping the dog being allowed on the site. Dogs are not permitted in the pond area.

Dogs should always have access to fresh water and have the opportunity to take shelter. No dog is allowed to remain on the allotment site overnight or be used as security on the allotment site.



## 5. Termination

The tenancy shall end on the death of the tenant(s) and may also be ended by the tenant(s) giving three months' notice in writing to the Council or by the Council giving twelve months' notice in writing to the Tenant(s). See form at [www.bishopscastletowncouncil.gov/allotments](http://www.bishopscastletowncouncil.gov/allotments).

The council will also end the tenancy if the rent or any part of it is in arrears for forty days or more or if after three months from the start of the tenancy it appears that there has been a breach of the conditions and obligations on the part of the Tenant(s).

## 6. How to Make a Compliment or Complaint

If you wish to compliment the service or make a complaint, details on how this can be done can be found on Bishop's Castle Town Council's website: [www.bishopscastletowncouncil.gov.uk/contact-us/compliments-and-complaints/](http://www.bishopscastletowncouncil.gov.uk/contact-us/compliments-and-complaints/)





## 7. Glossary of terms and interpretations:

**Allotment:** A plot of land that is let by the council for the cultivation of herbs, flowers (Including wildflowers), fruit and vegetable crops.

**The council:** Bishop's Castle Town Council

**LLAS:** Love Lane Allotment Society



**Tenant:** A person who holds an agreement for the tenancy of an allotment.

**Named helper:** A person identified in a Named Helper agreement who helps a tenant cultivate an allotment plot.

**Site:** The area of allotments,

**Rent:** The annual rent payable for the tenancy of an allotment.

**Review notice:** Any notice of reviewed rental charges.

**Tenancy agreement:** A legally binding written document which records the terms and conditions of letting of a particular allotment to an individual(s).

**Track entrance:** The route into the site for vehicular and pedestrian access to allotments.

**Authorised officer:** A member of staff of Bishop's Castle Town Council or other person authorised by the Council.

**Cultivation:** Keeping the plot in good productive order by the maintenance and improvement of soil and the planting, tending, improvement and harvest of crops.

**Paths:** Dividing paths between allotments.

**Non-cultivated area:** Small area (no larger than 33.3% of plot) of grass, patio or built structures for pastimes, eating and/or relaxing or awaiting cultivation, possibly covered in weed suppressant fabric.



## 8. Privacy Notice for the Allotment Service

This privacy notice sets out how Bishop's Castle Town Council may collect use and share your personal information. The processing of personal data is governed, in the UK, by the General Data Protection Regulation (the 'GDPR') 2016 and any national implementing laws (Data Protection Act 18), regulations and secondary legislation, as amended or updated from time to time, and the regional supervisory authority is the Information Commissioner's Office (ICO). We are registered with the ICO with registration number 23506541.

**7.1 Processing activities** Your information will be used to administrate your allotment application and any subsequent and/or ongoing allotment tenancy.

### **7.2 What personal information we hold.**

We may collect and hold the following personal information about you to fulfil our allotment function:

- full names
- address(es) previous, current and forwarding
- telephone number
- email address

- health information (concessionary deposit)
- financial details (concessionary deposit)
- additional named helper information

Your information will be held as long as you stay on the waiting list or are an allotment tenant.

### **7.3 Lawful bases for processing**

Processing is necessary for the performance of a contract to which you are subject (e.g. where you have paid for an allotment pitch)

### **7.4 How we get your information and data sharing.**

We predominantly collect information from you, when you fill in any forms, sign a tenancy, or when you contact us in writing, speak to us on the phone, by email, or communicate with us in any other way. In addition, some of the information we hold about you may come from third party sources such as the Love Lane Allotment Society.

We may share with and receive personal information from Love Lane Allotment Society, who we work in partnership with to deliver our allotment service. Please see the Love Lane Allotment Society Constitution for more information.

### **7.5 How we protect your data.**

The data you provide is protected by rigorous measures and procedures to make sure it can't be seen, or accessed by, or disclosed to anyone who shouldn't be allowed to see it. We provide training to staff who handle personal data and treat it as a disciplinary matter if they misuse or do not look after your personal data properly.

### **7.6 Your rights**

Unless subject to an exemption under data protection legislation, you have the following rights:

- the right to access
- the right to rectification

- the right to erasure
- the right to restrict processing
- the right to object to processing
- the right to data portability
- the right to complain to a supervisory authority; and
- the right to withdraw consent.

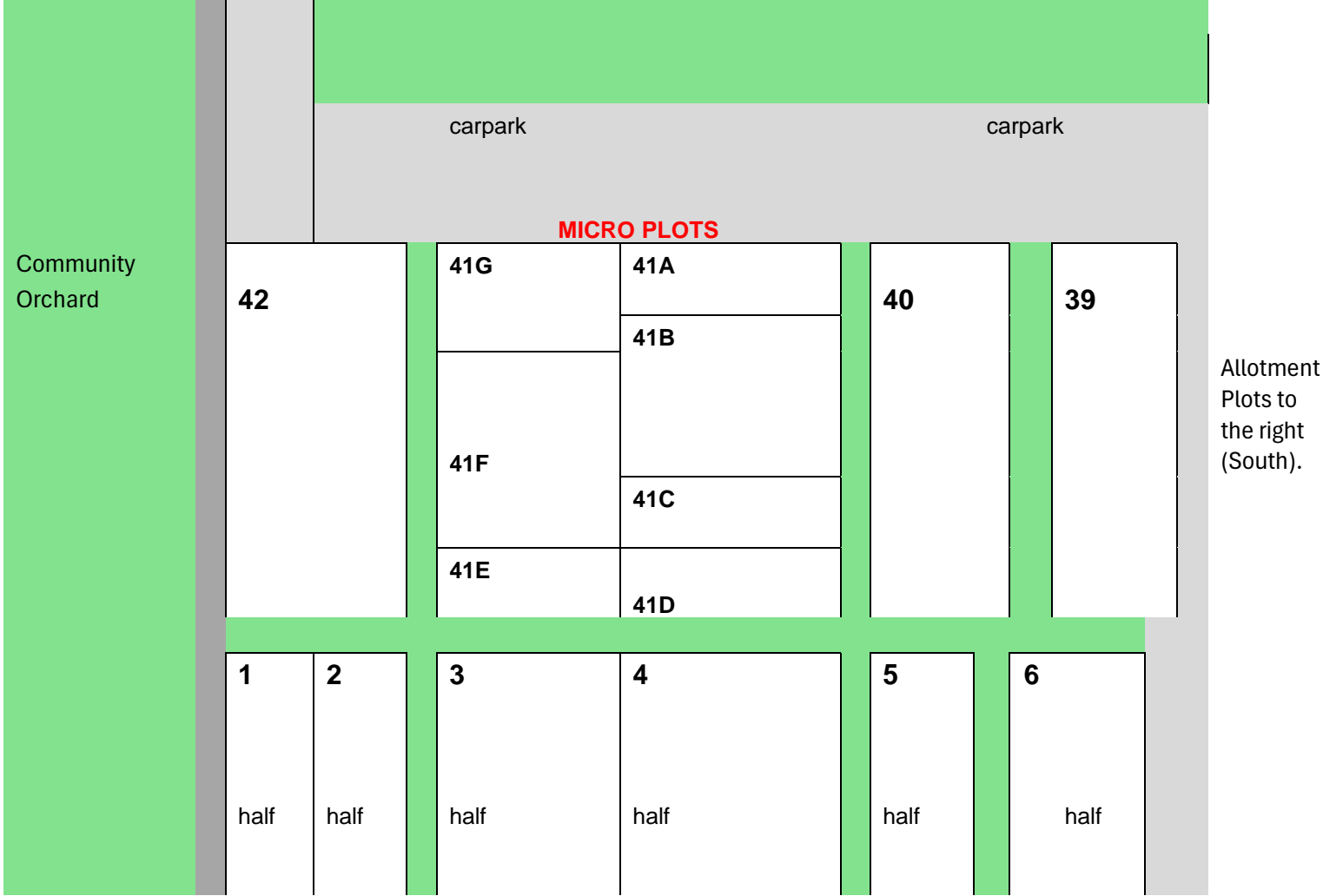
### **7.7 Right to complain.**

We set ourselves high standards when it comes to protecting your personal data. For this reason, we take any complaints we receive from you about our use of your personal data very seriously and request that you bring any issues to our attention.

Where you are communicating with us for the purpose of making a complaint, we will only use your personal data to handle, investigate and respond to the complaint and to check on the level of service we provide.

If having exhausted the complaint process you are not content that your request or review has been dealt with correctly, you can appeal to the ICO to investigate the matter further by writing to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

# Map of allotments – part 1



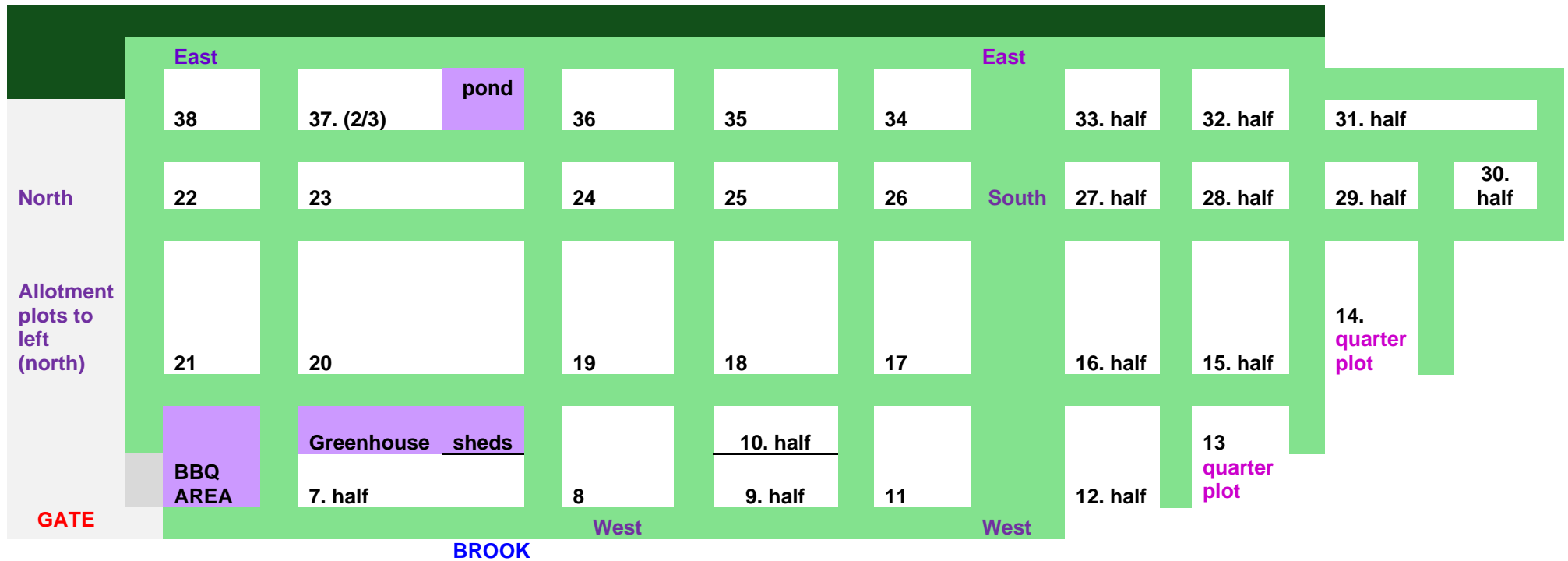
ENTRANCE

gate

10ft wide

TRACK

# Map of allotments – part 2



# Appendix 1

## **Organic (Environmentally friendly) garden methods and cultivation standards**

This section is intended to clarify the acceptable cultivation standards that all tenants agree to when they take on a tenancy with Bishop's Castle Town Council.

If you are unable to look after your plot properly, for any reason, please give notice to Council that you will terminate your tenancy so that the plot may be offered to someone on the waiting list.

The Terms & Conditions state: "Organic gardening methods". This means no synthetic chemical herbicides, insecticides, molluscicides or fungicides are allowed anywhere on the site. In particular, slug pellets containing metaldehyde or methiocarb must not be used as these can be extremely harmful to other wildlife. In fact, no hazardous chemicals should be brought onto or used anywhere on the site.

For further information on environmentally friendly gardening, please ask the Love Lane Allotment Society, and Bishop's Castle Town Council. There are several guidance booklets available nationally. Non-toxic herbicides are available such as acetic acid. A "good state of cultivation" means that at least 66% 2/3rds of the area of your plot is being cultivated. Soil turned over, no injurious weeds, produce sown and growing, or imminently about to be sown. The other 33.3% (1/3<sup>rd</sup>), minus the amount of land covered by a shed and/or patio/grass for sitting out area, even though it may be fallow, must be free from injurious and perennial weeds with annual weeds under control. It can be covered by weed suppressant fabric or green manure crop or other soil conditioner. It must be regularly attended to. Regarding polytunnels, the 66% (2/3rds) rule for cultivation also applies. They should be used for growing purposes not just for storage. No part of your plot must be neglected during the growing season.

**Conclusion:** If in doubt, tenants should always seek advice from the Allotments Society or the Town Council on what is and what is not acceptable in terms of cultivation practices, and generally on site. Any confusion over what is meant by any of the terms and clauses in the Rules and Policies and Tenancy Agreement can be easily clarified by simply asking the Town Council or the Allotment Society committee. Raising an issue early can often help to prevent problems later. Informing the Town Council of your intentions about your plot, and seeking permission for anything you are unsure of, is the best way forward.

# Appendix 2

## Specification for permanent netted cages at Bishop's Castle Allotments

**This applies to both fruit and vegetable cages.**

### Materials

No larger than 19mm soft mesh netting or metal galvanized mesh.

Metal - 19 gauge 19mm hex galvanized or smaller.

Soft - Square Mesh Netting 19mm (¾") or smaller.

Collins Nets have very good nets see [www.collinsnets.co.uk/product/square-mesh-netting-19mm](http://www.collinsnets.co.uk/product/square-mesh-netting-19mm)

Old or previously used netting can be used provided it is hole free and meets the criteria above.

### Construction details

- Mesh should be kept as taught as practical and supported at least every 2m by affixing to wire or wooden batons. Cable ties or 'Hog rings' are ideal for this.
- The bottom skirt of the mesh should be firmly anchored to the ground or frame of the cage with no gaps.
- During the cropping season doors on higher cages must be kept closed
- Cages that are left with an open door outside the cropping season should have a second exit so that any spooked birds have an obvious escape route.
- All holes in the mesh should be repaired as soon as detected/ notified.
- There should be no flapping, overlapping or double layers of mesh – although around 4-6" (100-150mm) is reasonable where mesh panels are joined.
- The edge or end of a building/shed should not be used as a netting fixing point. There should be a gap of at least 12' or 300mm between a netted cage post or the netting and another building such as a shed or polytunnel.
- The height of the cage should be proportional to the height of the crops being protected. E.g. Tall cage with doors for protection of cabbages or other low crops is not proportional.



- Bought netted cages can be used if the mesh is kept tight and doors, if in place, kept closed at all times, as generally there is only a single entrance on bought cages.
- If possible, remove netting outside of the cropping season.
- Excess netting must not be left lying around. Animals can become trapped, it looks untidy and it is a trip hazard
- When draping soft netting over bushes and plants ensure that netting is not too close to the ground so that birds can escape and other animals cannot become trapped