



# Baldock Allotment and Leisure Gardeners' Association

## Allotment Tenancy Agreement

THIS AGREEMENT is made on **XXXXX**  
BETWEEN

**The Trustees of Baldock Allotment and Leisure Gardeners' Association** (hereinafter referred to as BALGA)

and

**XXXXXXX**

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. BALGA agrees to let and the Tenant agrees to take all that piece of land situate at **XXXXX** numbered **XXXXX** on BALGA's allotment plan.

### 3. Tenancy and Rent

- 3.1. The Allotment Plot shall be held on a tenancy that is renewed annually by 1<sup>st</sup> November. The rent is determined by the plot size, and will be invoiced at the beginning of the tenancy on a pro-rata basis, and thereafter at the beginning of each BALGA allotment year. See also clause 3.4.
- 3.2. A 50% concession on the rent may be claimed by Tenants over 60 years of age, by proof of date of birth. A 50% concession may also be claimed by demonstration that the Tenant is receiving benefits (as defined on the annual rental invoice) at the time of paying the rent. Only one of these concessions may be claimed, and the concession only applies to a plot or plots of up to a full plot (nominally 10 poles in total).
- 3.3. New Tenants will be required to pay a deposit of £35 for a half plot or £17.50 for a quarter plot at the start of the tenancy. The deposit will be placed in a holding account with no interest accrued. The deposit will be refunded when the tenancy ends, subject to the allotment being in no worse condition than when the tenancy began. Photographic evidence will be used to record the state at the beginning of the tenancy. If the allotment is not left in good order the deposit will be retained and used towards the cost of clearing it for the next Tenant (see clause 8.2).
- 3.4. The rent will be subject to an annual review by the BALGA General Committee. Any recommended change must be approved at an Annual General Meeting of BALGA. The new rent will apply to the succeeding plot rental year.
- 3.5. Water supply shall be included in the rental charge.
- 3.6. If additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

#### **4. Cultivation and use**

- 4.1. The Tenant shall use the plot as an allotment plot 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 family) and for no other purpose. The Tenant shall 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.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least 25% of the Allotment Plot under cultivation after 3 months and at least 75% of the Allotment Plot under cultivation after 12 months and thereafter.
- 4.4. The maximum amount of the allotment plot allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

#### **5. Prohibition on Underletting**

- 5.1. The Tenant must not under-let, assign or part with possession of the allotment or any part of it. The Tenant may register a co-worker with BALGA. The registration and rights of a co-worker are subject to terms and conditions specified in BALGA's current Constitution and Rules. For reasons of insurance, co-workers must be members of BALGA.

#### **6. Conduct**

- 6.1. 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.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. 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 behave appropriately at all times.
- 6.4. The Allotment Plot may not be used for any illegal purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Plot. The Tenant must not cultivate or allow to grow any legally restricted species.
- 6.5. The Tenant must comply at all times with the Constitution and Rules of the Association. A copy of the current Constitution and Rules will be provided with the Agreement, and will be available for inspection at the Allotment Shop.
- 6.6. The Tenant shall not without good cause enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.7. 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 the Tenant's permission.
- 6.8. The Tenant must not remove produce from any other plot or otherwise interfere with the plot without the express permission of the relevant plot holder.

#### **7. Lease Terms**

- 7.1. The conditions and covenants that apply to the Allotment Site, as contained in the Managed Services Agreement and the leases under which BALGA hold the Allotment Sites, are included in this agreement and its attached schedule 1. Copies of these documents will be available for inspection at the Allotment Shop.
- 7.2. BALGA will pay rates, taxes and dues that may at any time be levied or charged upon the allotment.
- 7.3. BALGA will maintain any external boundaries to the allotment for which it is responsible.
- 7.4. BALGA will provide insurance cover for its members, including £5 million public liability cover.

## **8. Termination of Tenancy**

8.1. The tenancy of the Allotment Plot shall terminate:

- 8.1.1. if the Tenant dies; in which case a reasonable period will be allowed for appointed persons to gather crops and remove items owned by the Tenant. Such period will be agreed with the appointed persons unless a previously registered co-worker is eligible to take on the Tenancy (see 5.1), or
- 8.1.2. on the day on which the right of BALGA to occupy determines by reason of notices served on BALGA in compliance with S1(b) (c) or (d) Allotments Act 1922, or
- 8.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
- 8.1.4. by BALGA giving the Tenant at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or
- 8.1.5. by the Tenant giving BALGA 28 days notice in writing, or
- 8.1.6. by re-entry if the rent is in arrears for not less than 40 days, or
- 8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 8.1.8. by re-entry if the Tenant becomes bankrupt or compounds with creditors.

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

8.3. If a termination notice is served as a result of any breach by a Tenant of this agreement BALGA may, after 28 days of the notice being served or 21 days after any appeal process is concluded, clear the plot to prepare it for a new Tenant. Access to the plot by the Tenant will be permitted during this period so that any crops, plants, trees or bushes (and any equipment or structure) may be removed by the Tenant. Thereafter no claim will be accepted by BALGA for any loss incurred by that Tenant for any item or property that remains on the plot. Under certain circumstances access may be restricted to times by appointment so that the Tenant may be accompanied by a BALGA officer or officers.

8.4. Annual rent is non-refundable should the Tenant decide to give notice to quit part way through the rental year or should a termination notice be served.

## **9. Change of Address**

9.1. The Tenant must immediately inform BALGA of any change of address or email address.

## **10. Notices**

10.1. 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.

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

10.3. 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.

10.4. 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.

10.5. Any correspondence to be sent to BALGA relating to this Agreement should be addressed to the General Secretary at the address on the Membership Card.

Executed by BALGA by signing by two trustees

Signature	Name and Position	Date
Signature	Name and Position	Date

Signed by the Tenant

Signature	Name	Date
-----------	------	------

In the presence of

Signature	Name	Date
Address		

Signed by second Tenant (if joint tenancy)

Signature	Name	Date
-----------	------	------

In the presence of

Signature	Name	Date
Address		

## 1. Trees

- 1.1. No trees, bushes or shrubs other than those producing edible fruit are to be grown on the allotment plot without the agreement of the General Committee. Small fruit trees, bushes and shrubs should be properly pruned and trimmed and must not be allowed to grow any higher than 2.5 metres. No more than 25% of the plot may be planted with fruit trees and bushes. Should the tenancy be terminated no claim may be made by the Tenant in respect of such trees or their crops. Fruit trees must be on dwarf rooting stock or trained as cordon, espalier or step-over.

## 2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of the Allotment Plot 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 good and safe condition any other fences and any other gates, sheds and structures on the Allotment Plot.
- 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.
- 2.4. All paths must be kept a minimum of 60 centimetres wide.

## 3. Security

- 3.1. The Tenant may 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 the Allotment Plot under paragraph 5 of the Agreement. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.2. All access gates shall be closed (and where necessary locked) at all times. Please ensure that the gate is closed (locked) at all times after you enter and after you leave the Allotment Site.

## 4. Inspection

- 4.1. The Tenant shall allow access to the plot to any committee member, representative, or sub-contractor, appointed by BALGA for the purposes of inspection of the state of cultivation and general condition of the plot or to perform other essential site duties. Where necessary for inspection of sheds, greenhouses, polytunnels and other structures and any livestock, full access must be given at a mutually agreeable time.
- 4.2. NHDC representatives, with or without workmen and equipment, reserve the right to enter the allotments at reasonable times for any purpose determined in the leases.
- 4.3. Periodic Plot Inspections will be carried out by BALGA to ensure that all terms and conditions in this Agreement are adhered to. Any Tenant found to be in breach of these conditions will be notified in writing and given 28 days to rectify the matter. In respect of non-cultivation, provided there is evidence that reasonable effort has been made to bring the plot back into cultivation, no Termination Notice will be issued for a further 28 days to allow an agreed acceptable standard of cultivation to be achieved. If the Tenant is subsequently found to still be in breach of the conditions after the specified time period, a Termination Notice will be issued. BALGA will take account of any extenuating circumstances before issuing a Termination Notice. The Tenant has the right to appeal against a Termination Notice within 28 days of the date it is served to the BALGA General Committee.
- 4.4. The Tenant shall notify BALGA of any factors causing inability to work the allotment plot to the standards expected, for example illness, family bereavement or long-term holiday.

## **5. Water/Hoses/Fires**

- 5.1. The Tenant is encouraged to practice sensible water conservation, shall consider using water butts on sheds and other buildings and shall consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other Tenants when extracting water from water points.
- 5.3. Tenants may only use hosepipes connected to site taps to fill tanks or water butts, or for irrigation when hand held. Use of unattended or drip feed hoses or any other form of automatic irrigation system fed from site taps is not permitted. Hoses must be removed from taps after use and stored safely on the Tenant's plot.
- 5.4. Tenants should endeavour to compost all organic waste from the allotment. The Tenant is only permitted to burn non-compostable garden waste from their allotment. Bonfires must be kept to a minimum and not cause a nuisance to other plot holders, neighbouring residents or neighbouring businesses.

## **6. Dogs**

- 6.1 Tenants must keep any dogs brought onto the allotment site under control at all times. Dogs must not be allowed to enter another Tenant's plot without their consent. Dog fouling on any allotment land must be immediately removed by the person in charge of the dog.

## **7. Livestock**

- 7.1. Except with the prior written consent of BALGA the Tenant shall not keep any animals or livestock on the Allotment Plot save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as BALGA 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 BALGA erect any building or pond on the Allotment Plot, 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. No structure base or path may be of poured concrete, but removable slabs are permitted. Sheds must be not larger than 8ft x 6ft (2.45m x 1.85m) and only one shed per plot will be permitted. Composting bins, rain water collection structures and fruit cages are permitted. The Tenant may also require permission from the relevant planning authority.
- 8.2. Where used for storage, any building or structure must only be used to store tools or goods directly associated with the use of the allotment. All buildings or other structures must be kept in good and safe condition and must be removed by the Tenant if BALGA deems it necessary (for example on grounds of safety) and on terminating the tenancy, unless the new Tenant is willing to keep it.
- 8.3. Only safety glass or substitutes such as polycarbonate, perspex or other alternatives may be used in any newly permitted structures.
- 8.4. Oil, fuel, lubricants or other flammable 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. BALGA will not be held responsible for loss by accident, fire, theft or damage from any Allotment Plot.

## **9. General**

- 9.1. The Tenant will keep the Allotment Plot 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.
- 9.2. The Tenant shall not deposit or allow other persons to deposit on any Allotment Plot 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.
- 9.3. The Tenant shall not utilise carpets or underlay as weed suppressant on the Allotment Plot.
- 9.4. The Tenant may not cut or prune any trees other than fruit trees, or take, sell or carry away any mineral, gravel, sand or clay.

## **10. Chemicals, Pests, Diseases and Vermin**

- 10.1. When using any sprays or fertilisers the Tenant must
  - 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
  - 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
  - comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.2. The use and storage of chemicals must be in compliance with the all relevant legislation.
- 10.3. Any pesticide or chemical intended only for commercial or professional use must not be used on the allotment sites unless the user has undergone relevant and approved training and is able to provide a Certificate of Competence authorising the operative to use such product.
- 10.4. The Tenant should notify BALGA of any pest control issues such as rats and rabbit infestations. Costs incurred in controlling any repeat pest infestations that occur due to a Tenant not following the advice given by BALGA or not keeping their plots tidy and free from rubbish, will be charged to the Tenant.

## **11. Notices**

- 11.1. The Tenant will endeavour to maintain any plot number provided by BALGA in good order and ensure it is visible at all times.
- 11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of BALGA.

## **12. Car Parking**

- 12.1. Vehicle access to allotment sites is very limited. Vehicles are not permitted on Clothall Road site. At North Road, Tenants are not permitted to park vehicles on allotment plots or access ways, except for loading and unloading.