



# **Allotment Tenancy Conditions**

**effective 1<sup>st</sup> October 2020**

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**Bradwell Parish Council  
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**1. Annual tenancies run from the first day of October for 1 calendar year**

**2. Allocation**

- a. Vacant plots will be offered to residents of Bradwell Parish only, who are on the waiting list kept by the Council. Second plots will only be considered by the Council where there is no waiting list.
- b. For the first 6 months of a new tenancy a probationary period is in place. This will allow the Council to terminate a lease during this period due to lack of cultivation or any breach of the Allotment Terms and Conditions by issuing a warning letter then final notice. During probationary period there is no right of appeal.

**3. Rent**

- a. The annual rent is due for payment by the tenant on the first of October each year.
- b. If the rent is in arrears for a period of not less than forty days the plot shall be considered vacant and be let to the next person on the waiting list.
- c. Rent is initially calculated pro-rata from the start of the tenancy until the end of the year. The minimum pro-rata rate is equivalent to 6 months' rent. However, the Council will allow a new tenant to take on badly kept plots free of charge for the first year by way of compensation.
- d. Once paid, allotment rent monies are non-refundable.

**4. Deposits**

Tenants are required to pay an initial one off deposit at the start of the tenancy agreement, which will be returned by the Council when the tenant leaves the site provided the plot is in a good condition. Any allotment keys, where issued, must also be returned to be entitled to a full refund of the deposit.

**5. Cultivation and use of allotment gardens**

- a. The tenant shall use the plot as an allotment garden and for no other purpose without the prior consent in writing of the Council.
- b. The tenant shall keep the allotment garden clean free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any path or roadway included therein or abutting thereon reasonably free from weeds.
- c. The tenant shall have at least  $\frac{1}{4}$  of the plot under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the plot under cultivation after 12 months thereafter.
- d. The tenant shall not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said site.
- e. The tenant shall not underlet, assign, or part with the possession of their allotment garden or any of the part thereof without the prior consent in writing of the Council.
- f. The Council does not allow the keeping of chickens, bees or any other livestock on the allotment gardens.

- g. The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any material, earth, gravel, wood, sand or clay.
- h. The tenant shall not, without prior consent in writing of the Council erect any building on the allotment garden. Existing structures are exempt, however, new or replacement sheds should be no larger than 8ft by 6ft and windows must be of a clear plastic material.
- i. Existing green houses are exempt, however, new or replacement greenhouses should be no larger than 10ft by 12ft and must be made of a clear plastic material or safety glass.
- j. Poly tunnels should be no larger than 8ft by 14ft.
- k. The tenant shall not bring any standard glass to the allotment site; all windows and cold frames must be made of plastic materials. Existing structures will be exempt; however, any replacement for standard glass **must** be of a clear plastic material or safety glass.
- l. The tenant shall not erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens. Tenants may erect an anti-rabbit fence around their plot, not exceeding one metre in height.
- m. Only dwarf-standard or cordon fruit trees may be planted on the allotment gardens and then not within 3 metres of the allotment boundary.
- n. The tenant shall ensure that any dog brought onto the site is securely held on a leash.
- o. The tenant shall not drive or park any motor vehicle on any part of the allotment site except the allocated car park.
- p. The tenant shall not sell the produce of the allotment garden.
- q. The tenant shall not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in hedges, ditches or dykes in or surrounding the allotment garden or on any vacant allotment garden or on adjoining land, car park or riding.
- r. The tenant shall ensure the main access gate shall be closed and locked at all times (for the protection of lone tenants and prevention of unauthorised visitors).
- s. The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings as a water conservation practice.
- t. The tenant may connect their own hose pipes to the taps, but must show consideration to the needs of other tenants. Hose pipes may only be used for filling water butts or for the watering of allotment gardens by a hand held hose. Tenants must not use water from any water points on the allotments for automatic continuous watering, such as sprinklers, or for any other purpose other than for the irrigation of allotment gardens.
- u. The burning of material is **not allowed** on the allotment gardens. Bonfires and garden incinerators are **not allowed**. The policy is to remove non-compostable items from the allotment garden and compost all other items. Existing incinerators may be allowed to be repurposed as compost bins.
- v. No flags are allowed to be erected or flown on a tenant's allotment or elsewhere on site.

- w. The tenant may house petrol/diesel powered machinery on their allotment providing the fuel is stored in non-flammable locked containers. The storage of petrol will require the tenant to have a suitable fire extinguisher on site.
- x. The tenant will endeavour to maintain the plot number provided by Bradwell Parish Council in good order and ensure it is visible at all times.

## **6. Tenancy termination**

- a. The tenancy shall terminate on the death of the tenant and may also be determined in any of the following manners:
  - i) by either party giving to the other twelve months' previous notice in writing
  - ii) by re-entry by the Council at any time after giving one months' previous notice in writing to the tenant
    - if the rent or any part thereof is in arrears
    - if it appears to the Council that there has been breach of the conditions and obligations on the part of the tenant.
- b. It is the exiting tenant's responsibility to leave the allotment tidy and to remove any shed/items unless it has been agreed via the Council that the new tenant is happy to take ownership and therefore responsibility of such items.

## **7. Process for dealing with non-cultivation**

The Council will from time to time review the cultivation of allotment gardens. If an allotment garden is deemed to be under-cultivated the following procedure will be followed, giving the tenant 28 days to bring the plot back into cultivation:

- (1) Letter A will be sent to the tenant which explains that the tenancy agreement will be terminated unless the tenant takes immediate action to ensure the plot is cultivated to the required standard and in any event not later than 28 days from receiving the letter.
- (2) If after 28 days, no improvement has been seen in the condition of the plot and no response to Letter A has been received, Letter B will be sent to the tenant, which is a reminder to the tenant that the tenancy agreement will be terminated unless the plot is cultivated to the required standard and in any event not later than 28 days from receiving the letter.
- (3) Following on from letters A and B unless the Council has received a satisfactory explanation for the non-cultivation Letter C will be issued to the tenant, which will confirm that the tenancy agreement has been terminated and all items of personal property must be removed from the plot within 14 days.

## **8. Disputes**

Should any dispute arise between allotment tenants, or outgoing and incoming tenants, they shall be referred to the Council whose decision shall be final. The Council condemns all forms of discrimination, harassment or victimisation. We will take action against anyone who produces or displays material which people may find offensive or anyone who threatens assaults or victimises someone. If a tenant causes or takes part in discriminatory behaviour, harassment or intimidation he/she will not be allowed to keep their allotment plot and may be prosecuted. Tenants are responsible for other people they allow onto the allotment site. If a tenant or their

visitor has been involved in anti-social behaviour on the allotment site, the Council may terminate the tenancy agreement.

## **9. Inspection of allotment gardens**

Any member or officer of the Council is entitled at any time to enter and inspect any allotment garden.

## **10. Security**

Where access to the allotment site is a combination padlock, this number will be changed periodically. Where it is by key they will be changed only as and when required.

## **11. Notices**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk or the Administrator and may be served on the Tenant either personally or by leaving it at the last known place of abode or by prepaid post addressed or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenants to the Council shall be sufficiently served if signed by the Tenant and sent to the Parish Clerk, Bradwell Parish Council, 21 Glovers Lane, Heelands, MK13 7LW.