

Allotment Tenancy Terms & Conditions

Terms and Conditions

These Terms and Conditions are to be read with the accompanying Form of Agreement for Letting and Code of Conduct and together form the tenancy agreement ("Agreement").

1. Use

- 1.1 The Tenant shall use the Allotment for growing vegetables and fruits for consumption by the Tenant and/or his/ her family and/or for growing flowers and shall not permit the Allotment to be used for the purpose of any overnight accommodation, trade, business or any activity incompatible with this use
- 1.2 As of the 1 April 2010 new Tenants must be resident in the High Peak & will be restricted to no more than one allotment.

2. Assignment and subletting

The Tenant may not assign, sublet or part with possession of the Allotment or any part of it provided that it shall not be a breach of this condition for the Tenant to allow, having first obtained the prior written consent of the Council, any one or more persons to cultivate the Allotment on a co-operative system (hereinafter called "the Co-Worker")

3. Co-worker

- 3.1 The Tenant shall be responsible to the Council for the acts or defaults of any such agreed Co-worker or visitor they allow onto the Allotment.
- 3.2 In the event of the termination of this Agreement, death or inability through ill-health or age of a Tenant to comply with the conditions of this Agreement, the Council shall re-enter the Allotment and re-let it or deal with the matter as it thinks best, giving consideration to the Council-agreed and named Co-worker.

4. Cultivation

- 4.1 The Tenant must keep the Allotment properly cultivated as defined in sub clause 4.2 below to the reasonable satisfaction of the Council and must keep weeds under control and maintain the soil in a healthy and fertile state at all times.
- 4.2 Cultivated shall mean;
 - 4.2.1 Weed vegetation cleared or under control, soil dug over, and/or growing fruits, and vegetables, and/or growing green manure crops in respect of no less than 66% of the Allotment ("Cultivated").
- 4.3 The Tenant may only plant 1 fruit tree per pole (16.5 feet / 5 metres) and must ask permission from the Council if the Tenant wishes to grow more than 1 per pole. All fruit trees must be on dwarf rootstock which may be grown to a maximum height of 3 metres with all tree branches to remain within the boundary of the Allotment and which should not obstruct any pathways, cause shading or root spread to neighbouring plots.
- 4.4 The Tenant is prohibited from the planting of standard, other fruit trees, bamboo, ivy and non-indigenous conifer trees as these grow quickly and can cause a nuisance.

- 4.5 The Tenant shall not without the prior written consent of the Council cut or prune any timber or other trees, take, sell or carry away any mineral gravel sand or clay or permit other persons to do so.
- 4.6 The Tenant has an obligation to report any growth of Japanese Knotweed, Giant Hogweed, Himalayan Balsam or other invasive species immediately to the Allotment Officer of the Council.

5. Paths

- 5.1 The Tenant shall not cause or permit to be obstructed or cut into any paths provided for the use of the occupiers of other allotments on the Site.
- 5.2 The Tenant is responsible for maintaining in an accessible and good condition every hedge forming part of the Allotment. Hedges should be properly cut and trimmed to a maximum height of no more than 2 metres and all overhanging branches removed.
- 5.3 Keep all adjoining paths clear of litter, rubbish and/ or garden debris and keep in appropriate repair any fences and gates on the Allotment.

6. Infrastructure

- 6.1 The Tenant shall report any damage to the Council's infrastructure to the Council, which includes the hard-surfaces, water supplies, boundary fences and Site gates.
- 6.2 The Tenant shall shut and lock the Site gates at all times.
- 6.3 The Tenant may have non-permanent fruit cages and poly-tunnels provided that they do not obstruct paths or block light to neighbouring plots.
- 6.4 The Tenant shall not construct and place any sheds, greenhouses or any other similar structures without the Council's prior written consent. The Tenant agrees that failure to obtain the Council's prior written consent may result in the structure being removed at the Tenant's own expense. Council approval must include consent for construction (subject to any planning permission required as detailed in clause 6.7) and specify the materials to be used and that any sheds, greenhouses or similar shall be placed on paving slabs or a temporary block base.
- 6.5 The use of all asbestos products is prohibited and if asbestos is discovered or suspected on the Allotment the Tenant must immediately inform the Allotment Officer of the Council of its location who will report it and advice will be given on how to treat it and arrange the removal of it.
- 6.6 All sheds, fencing, plant supports and structures shall not obstruct paths or cause undue shade to neighbouring allotments. The total area of any building/structure (including sheds, greenhouses, polytunnels) shall not exceed 33 % of the Allotment area and shall not exceed 6.74ft in height except in the case of fencing erected after 1 April 2024 where height shall not exceed 4ft.
- 6.7 It is the Tenant's responsibility to obtain planning permission if this is required for any building/structure.
- 6.8 The Tenant shall not use the shed, greenhouses or any other structures otherwise than for purposes in connection with the cultivation of the Allotment, and for the avoidance of doubt the Tenant shall not be allowed to use the shed, greenhouses or any other structure for overnight accommodation.
- 6.9 The Tenant acknowledges that the Council shall accept no liability in respect of any damage to the Allotment and/or theft of any item or structure placed on the Allotment.
- 6.10 The Tenant shall keep his/her shed, greenhouse and/or other structure in a proper state of repair to the reasonable satisfaction of the Council failing which the Council may require the Tenant to remove such structure from the Allotment at the Tenant's own cost.

6.11 The Tenant shall keep the Plot number of the Allotment in good condition and prominently displayed.

7. Conservation of water

7.1 The Tenant shall assist in the conservation of water by exercising economy by;

7.1.1 Using a watering can when watering wherever possible and

7.1.2 Using hand-held hoses which must not be left on unattended, for example a hose may not be left propped up on a plot with a sprinkler nozzle attached.

7.1.3 Not leaving hoses attached to taps when not in use, and not leaving hoses on for long periods or unattended when in use.

7.1.4 Complying with water restriction notices when imposed.

7.2 The Tenant shall report any leaks to the Council as soon as possible.

7.3 The Tenant shall only use the taps provided on Site and shall not install their own water supply which utilises mains water.

8. Access

8.1 The Tenant shall enter the Allotment by using the proper roads, paths and gates and shall not cause any damage to any roads, paths, gates or fences.

8.2 The Tenant shall not park or cause to be parked any motor vehicle at the Site which may hinder other users of the Site and/ or restrict access for emergency services.

8.3 The Tenant shall not cause damage to any locking system, including padlocks installed on the access gates or risk a claim for criminal damage.

9. Waste and the environment

9.1 Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat.

9.2 Materials brought onto the Site must be kept within the confines of the Tenant's own Allotment and be for use in Allotment gardening only and in such quantities as may reasonably be required for use in cultivation. The Tenant must notify the Council in the case of a large delivery of organic material intended to be made outside the Tenant's Allotment.

9.3 The Tenant must not bring onto the Site or allow other persons to bring onto Site, any refuse, commercial or household waste including carpets which have a foam-backing, UPVC products, tyres etc.

9.4 The Tenant shall remove any waste or refuse on the Allotment during the Agreement or on the termination of the Agreement howsoever determined, failing which the Council may seek to recover the costs of removal from the Tenant.

9.5 The Tenant must remove any food waste from the Allotment and feedstuffs for livestock must be kept in secure containers in order to deter vermin and/ or other infestations.

9.6 In circumstances of vermin infestation the Tenant has an obligation to take appropriate actions to manage the conditions within his/her control to deter such infestations.

9.7 No open bonfires (otherwise than as mentioned in sub clause 9.8 below) shall be permitted on the Allotment or Site at any time. Bonfires can cause a nuisance to others, pollute the soil and damage property i.e. poly tunnels. In areas with overhead power cables they are also extremely dangerous. Any garden debris should be composted, non-compostable green waste i.e. hedge trimmings, should be disposed of at the Communal Green Waste Bays on Site and general rubbish must be recycled or otherwise removed from Site and appropriately disposed of. If bonfires are seen on the Allotments or Site (other than as mentioned in sub clause 9.8 below), Tenants have an obligation to report them to the Council.

- 9.8 Small contained fires, i.e. in metal drums, may be had during the winter months, as a last resort. Consideration to neighbours must be shown and preferably small fires should only be used when neighbours are not on the Site.
- 9.9 The Tenant shall use organic methods of pest and weed control and plant and soil improvers wherever possible. For example, companion planting reduces the need for chemical pest control.
- 9.10 Care should be taken to avoid creating hazards by the construction of features on the Allotment such as ponds, the use of metal sheeting as boundary markers or the storage and use of chemicals, fuels and hazardous materials.
- 9.11 If the Tenant uses chemicals, they must not contain neonicotinoid insecticides. The Tenant shall use legally approved chemicals, in accordance with the manufacturer's instructions and shall take all reasonable care to ensure such chemicals do not spread beyond the host Allotment and will not cause harm to members of the public, water supplies, animals including bees, cats and wildlife, other than vermin or pests.
- 9.12 The Tenant shall store any chemicals safely and securely and in accordance with the manufacturer's guidelines and shall dispose of them properly and not on Site.
- 9.13 The use of broken glass, barbed/razor wire and inappropriate use of sharp nails on the Allotment or on Site is specifically prohibited.
- 9.14 Fly tipping is illegal; the Tenant has an obligation to report instances of fly tipping on Site to the Allotment Officer of the Council or to the Environmental Enforcement Officer of the Council.

10. Visitors

- 10.1 The Tenant shall not allow any dogs to enter the Site unless on a lead and any dog faeces must be collected immediately and removed from Site to be appropriately disposed of. Failure to clear dog faeces may lead to prosecution and a fine.
- 10.2 Only the Tenant or person(s) authorised by the Tenant, including Co-workers, are allowed on the Site and while on Site the Tenant is responsible for their conduct and supervision, particularly in the case of children.
- 10.3 The Tenant acknowledges that the Council and any Member Officer or Agent of the Council reserves the right to enter and inspect the Allotment at any time, although where possible prior notice will be given to Tenants.
- 10.4 The Tenant can keep a maximum of two hives of bees for the purpose of producing honey with the prior written consent of the Council and evidence of appropriate public liability insurance and membership of the British Bee Keepers Association (BBKA).
- 10.4.1 Hives should be sited away from other plots, paths and public roads. The bees should be encouraged to fly over 2 metres high when entering and exiting the hive with the use of screens or fence panels placed around the hive(s).
- 10.4.2 Contact details (telephone number / email address) for the beekeeper must be displayed on the Allotment gate.
- 10.4.3 Contact details for the Site (full postal address and grid co-ordinates) must also be displayed on the Allotment gate and in the communal areas on the Site.
- 10.4.4 If someone on Site is allergic to bees their medical needs must be taken into consideration.
- 10.4.5 The BBKA leaflet about what to do when someone is stung and/or has an extreme reaction [beestings](#) must also be displayed on the Allotment gate.

- 10.5 Not to keep any birds or animals (other than hens and/or rabbits) on the Allotment, without the prior written permission of the Council.
- 10.6 To restrict the number of hens and/or rabbits kept on the Allotment to a total of 12. The area in which they may be kept cannot be more than 1/3 of the total plot. The remaining 2/3 of the plot must be kept in a good state of cultivation see clause 4 above. The keeping of cockerels is not permitted.

11. Allotment Code of Conduct

- 11.1 The Tenant agrees to abide by the Allotment Code of Conduct as detailed on a separate sheet attached hereto and as displayed on the Site.
- 11.2 Allotment Code of Conduct Sanctions.
Any breach of the Code of Conduct brought to the attention of the Council will be investigated. If found to have foundation, the Council has the authority to terminate the Tenant's Agreement as per clause 12.1.2(b) below.

12. Termination Procedure

The Tenancy Agreement shall continue until terminated in any one of the following manners;

- 12.1 The Council shall be entitled to terminate this Tenancy in any of the following ways:
 - 12.1.1 By giving 3 months' written Termination Notice expiring at any time:
 - a. where the Council requires the Allotment for any purpose for which it was acquired by the Council (other than use of the allotment for agriculture) or has appropriated them to another purpose under any statutory provision, or
 - b. if the Council requires the Allotment for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of the aforementioned purposes; or
 - c. where land is let by a corporation or company who are owners or lessees of a railway dock canal water or other public undertaking and the land is required by the corporation or company for any purpose (not being the use of the land for agriculture) for which it was acquired or held by the corporation or company or has been appropriated under any statutory provision provided always that in a case of an emergency less than 3 months' notice may be given
 - 12.1.2 By giving 1 months' written Termination Notice if:
 - a. the rent is in arrears 40 days or more after it has become due, whether demanded or not; or if the Tenant becomes bankrupt or compound with his creditors; or
 - b. the Tenant breaches of any of the Terms and Conditions of this Tenancy
 - c. where the Tenant is resident more than one mile out of the borough for which the Allotment is provided.
 - d. if the Tenant becomes bankrupt.
- 13.1.1 In the event of non-payment of rent after 28 days from the date of the invoice, the Council shall issue a Non-Payment of Rent Notice giving 1 month for the Tenant to comply. If the Tenant does not comply by the end of this notice period, the Council has the right to serve a 1 month Termination Notice – see Termination Procedures clause 12.1.2(a).
- 12.2 In the event of the Allotment not being sufficiently Cultivated, the Council shall issue a Non-Cultivation Notice giving 1 month for the Tenant to comply and cultivate. If the Tenant does not comply by the end of this notice period, the Council will serve a 1 month Termination Notice – see Termination Procedures clause 12.1.2(b) and clause 4 above.
- 12.3 In the event of non-return of the Agreement by the date specified in the cover letter of this pack, the Council shall issue a Non-Return of Agreement Notice giving 1 month for the Tenant to comply. If the Tenant does not comply by the end of this notice period, the Council has the right to serve a 1 month Termination Notice – see Termination Procedures clause 12.1.2(b).
- 12.4 The Tenant may terminate this tenancy by:
 - a. giving the Council 1 months' written Termination Notice expiring at any time; or

- b. giving the Council Termination Notice in writing after the tenant has been served with a Notice to review the rent. The Tenant's Termination Notice must be given before the commencement date of the revised rent.
- 12.5 Any notice required to be given by the Council to the Tenant shall be sufficiently served on the Tenant either by handing it to the Tenant personally or by leaving it at or sending it by ordinary post to the Tenant at the last known address of the Tenant or by affixing the same in some conspicuous manner on the Allotment gate. Notices served will be treated as properly served even if not received.
- 12.6 Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by recorded post to the authorised Officer of the Council. Notices to be given to the Council should be sent to High Peak Borough Council Town Hall Buxton SK17 6EL (FAO Allotment Officer) or such other address as the Council notifies to the Tenant.

13. Vacating the Allotment

- 13.1 When vacating the Allotment the Tenant should remove all belongings from Site and ensure that the Allotment is left in a good condition as per the Terms and Conditions with consideration for the incoming Tenant.
- 13.2 Any building or other structure erected or placed on the Allotment by the Tenant shall be removed and the Allotment properly reinstated by the Tenant before the end of the Agreement. If the Tenant does not comply with this condition, the Council, or any subsequent Tenant of the Allotment may remove anything left on the Allotment and dispose of it; the costs of such removal and disposal will be met by the outgoing Tenant.
- 13.3 If materials/waste remain when the Agreement terminates, the cost of removal and disposal will be met by the outgoing Tenant.

14. Tenant Contact Details

It is the responsibility of the Tenant to notify the Council of any change to their postal address, contact telephone number and / or email address.