

Template

Social Farms
& Gardens
Ffermydd a Gerddi
Cymdeithasol



Allotments management toolkit: Allotment Tenancy Agreement Template and Clauses

Introduction

Social Farms & Gardens have worked with the Welsh Government to produce a range of resources to help ensure local authorities and others involved in the management of allotment sites in Wales maximise the potential of those sites for the local population.

With support from the Welsh Government, SF&G Wales have written a guidance document for local authorities, growers and growing groups in Wales which provides an overview of allotment site management.

This toolkit consists of a series of factsheets which expand on various topics covered in the Guidance and also includes a selection of sample tenancy and other legal document templates to assist in site management.

All of these resources are available to download from:

www.farmgarden.org.uk/allotment-site-management-toolkit

About this agreement and advice sheet

This sample tenancy agreement and advice sheet has been compiled using model documents produced by Barnet Allotment Federation in 2014. We are very grateful to them for their comprehensive wording and provisions.

We have updated this advice sheet in-line with the latest government legislation, guidance, and practices including the model tenancy agreement used by Cardiff City Council.



Llywodraeth Cymru
Welsh Government

How to use this agreement

This document deals with the allotment tenancy agreement and is split into 4 parts:

- A short form model tenancy agreement
- Introductory notes on allotment tenancy agreements
- Optional additional model terms and conditions
- Explanatory notes for each term or condition. Every allotment plotholder tenant should be issued with their own copy of their tenancy agreement when they have signed the document.

Every tenant who holds a plot on an allotment should receive a copy of the tenancy agreement upon signing the document.

Plotholders should have access to additional documents depending upon the management arrangement for the site on which their plot is situated:

- If the site is managed by a local authority which owns the allotment site, a direct tenancy agreement with each plotholder may be the only document that is required.
- If dealing with an Allotment Society/Association, the plotholder should have access to the association's Constitution, Rules or Articles of Association.
- If the site is managed by an Allotment Association on behalf of another landowner, such as a local authority, the plotholder should have sight of the terms and conditions of the overall allotment tenancy for the site. This may be in the form of a lease or a local management agreement.

A short form model tenancy agreement for plotholders

This Agreement is made the day of 20.....

BETWEEN THE [insert name of ALLOTMENT SOCIETY] of [society's or landlord's address] ('the Society' or 'Landlord')

and [insert tenant's name] of [insert tenant's address] ('the Tenant').

1. In this Agreement "the Conditions" mean the terms and conditions of allotment tenancy as determined from time to time by the Society. A copy of the Conditions current at the commencement of this agreement is attached and has been read by the tenant.
2. The Society or Landlord agrees to let and the Tenant agrees to take the allotment garden situated at [name of site] ("the Site") being Plot No [insert plot number] in the register of allotment gardens maintained by the Society or Landlord and containing [insert plot size] poles or thereabouts from the date of this agreement until first day of [April next] and thereafter from year to year until the same shall be terminated as set out in the Conditions at a yearly rent of £[xyz] [and by way of further rent a yearly water charge of £[xyz]].*
3. The rents mentioned in 2 above [including the yearly water charge] shall be paid annually in advance on the first day of [April] in each year or from such date as the Society or Landlord may determine and so in proportion in respect of any period less than a year over which the tenancy may extend.
4. The rents mentioned at 2 above [including the yearly water charge] may in the future be increased or decreased by the Society after giving to the Tenant [12] months' notice in writing of its intention so to do.
5. This tenancy is subject to the Conditions and to the Allotments Acts 1908 to 1950.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by the Tenant:

In the presence of witness:

Signature of witness:

Name and address of witness

.....
.....
.....

SIGNED on behalf of the Society or Landlord:

.....

Name and position:

.....
.....

Introductory notes on tenancy agreements

- Nothing put in a tenancy agreement can override the law on allotments.
- A tenancy agreement should be designed so that it is signed at the commencement of a tenancy and need not be re-issued and re-signed in each subsequent year.
- Statute requires the yearly rent to be what a tenant might reasonably be expected to pay for the allotment on the terms on which he/she is getting it.
- A tenancy agreement shows the period of notice for rent increases to be a matter for your society to decide. Twelve months would be the legal default notice period which allows your society to change the rent after giving the period of notice defined in a clause.
- The notice period is simply a matter for agreement between the society or landowner and the tenant. There is nothing in the Allotment Acts or elsewhere to restrict this. For practical financial flexibility, allotment societies are recommended to set a period of less than twelve months. Societies should not, however, reduce the notice period below one month and most will find that three months is practical.
- Changes to allotment agreements require a new agreement to be signed. If ploholders are uncooperative, you will need to instigate termination notices.
- Termination notices requiring ploholders to quit their site must have a notice period of 12 months' notice and end in the dormant allotment seasons 29th September – 6th April as prescribed in the Allotment Acts.

Optional additional model terms and conditions

Key

- **Bold type** – indicates a term or condition that is usually contained in a head lease entered in to for the whole site between an allotment association and the local authority or other landowner and which should be repeated in tenancy agreements for individual ploholders
- Regular type – indicates text required to provide the structure and legal effect of the agreement, or required under the provisions of the Allotments Acts
- *Italic type* – indicates clauses which are recommended as good practice, or options from which an allotment society may choose.

General provisions and conditions

- 1) In this document, where the circumstances so admit:
 - 'the Society' means the [insert name]Allotment Society
 - 'the Landlord' means the landowner or local authority
 - an 'allotment' means any allotment garden or plot to be rented
 - 'the tenant' means the named current ploholder(s) of an allotment
 - 'the Council' meansthe local authority who administers the provision of allotments
 - 'the committee' means the committee of management of the Society
 - 'the site' means the entire allotment site managed by the Society or landowner and located at [insert location].
- 2) Where an allotment is let to two or more tenants or community groups the terms and conditions in this document apply to each of them.
- 3) **Tenants are required to be members of the Society for the whole of their period of tenancy.**
- 4) **Allotments are let to tenants solely as allotment gardens as provided for in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly. Allotments are to be wholly or mainly cultivated by the Tenant for the production of vegetables or fruit crops for consumption by the occupier and their family.**
- 5) Tenants may only use their allotments for their own cultivation and may not carry on, or permit to be carried on, any trade or business involving the allotment.
- 6) *Before taking possession, every tenant shall pay the required rent and other charges in advance - on the days and at the time and place appointed by the Society/Landlord - to the Secretary or other person authorised by the Society to receive it, whether legally demanded or not.*
- 7) **The Council and the Society, their accredited representatives and persons acting on their behalf or with their permission shall be entitled at any time to enter and inspect any allotment and carry out any works or repairs required or authorised by the Society or by the Council.**

General provisions and conditions continued.

- 8) Tenants must not do nor allow anything (in relation to the tenant's plot) which is inconsistent with, or in breach of, the provisions of the lease (which the Society or Landlord shall make available for inspection by the tenant on demand).**
- 9) If any notice is served by the Society in respect of any breach of the terms of this agreement, the tenant shall immediately comply with such a notice and carry out any work required by the notice.
- 10) **Tenants must not:**
- **transfer, assign, sublet, part with possession of, or otherwise deal with the allotment or any part of it or with any interest in it;**
 - **grant or purport to grant any right, interest, licence, or easement in or over or under the allotment;**
 - **do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the Council, to the Society, to other tenants or to the owners or occupiers of other property in the neighbourhood;**
 - *encroach or trespass, or allow others to trespass, upon another tenant's allotment or encroach onto any path, road or communal space;*
 - *cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons or the Society.*
- 11) *Tenants must:*
- *indemnify and keep indemnified the Society or Landlord, its officers and servants from and against all costs, claims, demands, proceedings, expenses and payments whatsoever that may be made or instituted against them or any of them in relation to the use of the allotment by the Tenant or the Tenant's employees, visitors or contractors either directly or indirectly, and which would not have arisen but for the granting of this tenancy;*
 - *inform the Society/Landlord of any attempt by the owners or occupiers of other property in the neighbourhood to encroach on or acquire any right or easement over the allotment, including any unauthorised access to the site;*
 - *cooperate as far as reasonably possible with the Society/Landlord and its officers in ensuring the efficient, effective and harmonious running of the site;*
 - *inform the Society/Landlord immediately of any change in their address or other contact details.*
- 12) *The Society/Landlord is not responsible for any loss, theft, damage or injury to any persons or property on the allotment site, and all persons who enter the site do so at their own risk.*
- 13) *Tenants shall observe and perform any special condition which the Society/Landlord considers necessary to preserve the allotment from deterioration, and of which notice shall be given to the tenant in accordance with these terms and conditions.*

Care and maintenance of the allotment

General care and maintenance

- 14) Tenants must keep their allotments reasonably free from weeds and rubbish, and otherwise maintain them in a proper state of cultivation to the reasonable satisfaction of the Society/Landlord.**
- 15) Tenants must not:**
- *plant, or allow to grow, any hedges or erect any fencing, walls or other barriers around their allotment plot;*
 - **use barbed or razor wire or the like for any purpose;**
 - **erect any notices or advertisements, without permission.**
- 16) Tenants must keep any ditches and watercourses bordering their allotment open and clear of obstructions and must not, without the prior approval of the Society/Landlord, divert, alter or in any way interfere with the free running or percolation of water in or under the site whether the water is in defined channels or otherwise.

Bonfires

17) Bonfires may be lit by tenants on their allotments only (or in the communal bonfire area if one exists):

- on one specified day of each month during the months May to September (the days to be specified by the Society/Landlord) and
- at any time on any day during the months October to April.

When permitted, bonfires must be kept under control at all times and not left unattended and must be completely extinguished before the tenant leaves the site.

Structures

18) Tenants must not build or allow to be built on their allotments:

- Any structures exceeding 2.5 metres in height.
- Any more than one shed and one green house.

The total area of all structures on an allotment (including sheds, greenhouses, polytunnels and the like) may not exceed [20%] of the area of the allotment plot and must be built and maintained to a reasonable standard. Rainwater harvesting from structures should be installed in order to provide sustainable use of water resources.

Please note that these rules on structures are those of the Society/ Landlord. You should always enquire with the local planning authority to see if planning permission is required for any structure you may build, regardless of whether you think it is temporary or permanent. Any required planning application and fee must be submitted by the plotholder. It is also worth noting that there are different planning rules for structures on allotment plots in the different countries of the United Kingdom. The determining authority for deciding if planning permission is required is the local planning authority where the allotment site is located.

- 19) *Any exposed, path areas within the plot boundaries must not in total exceed [10%] of the total area of the plot. Paths should be made using organic, sustainable materials and must be permeable so that rainwater seeps into the ground rather than running off into the public sewer. (See also clauses 25-27 below regarding paths between plots and other access routes on site).*
- 20) *Structures, fixtures and the like erected or installed on an allotment shall remain the property of the tenant during the term of the tenancy. Upon the expiration or termination of the tenancy for whatever reason, the tenant or his or her personal representative shall be entitled to dispose of such structures, fixtures and the like to whom and on such terms as they may desire, including sale to an incoming tenant, or remove such structures and fixtures and any produce. If the outgoing tenant neither disposes of nor removes such structures, then an incoming tenant may either enter into possession of these structures without payment or cause these structures to be dismantled and removed and to charge the outgoing tenant the cost of these works.*
- 21) *Upon the termination of the tenancy of an allotment the tenant shall, if required to do so by the Society/Landlord, remove from the allotment all his/her property of any kind within 14 days of such termination, and shall make good any defect to the allotment caused by such movement. The Society/Landlord may thereafter remove any such property remaining on the allotment and charge the expense of such removal and making good any defect to the tenant, who shall upon demand pay to the Society/Landlord the amount of such expense.*

Trees

- 22) *Tenants must not plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop.*
- 23) *Fruit trees and bushes must not be planted within 1 metre of - nor hang over or encroach upon - roads, paths, fences or neighbouring allotments, and should not exceed 5 metres in height.*
- 24) **All trees must be regularly inspected and properly maintained to the satisfaction of the Society.**

Pathways between plots, roads and boundaries

- 25) **Subject to clause 26, tenants must keep in repair, to the satisfaction of the Society, every path or road bordering their allotment, and keep any hedges or verges bordering and forming part of their allotments properly cut and trimmed, except such paths, roads and hedges which the Society has agreed to maintain in good order.**

Care and maintenance of the allotment continued

- 26) *Where there is a border path between allotments, the tenants of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.5 metres, the path between their allotments except that, by mutual agreement, the tenants involved may agree that one or the other of them will be solely responsible for maintenance of the path.*
- 27) *The Society/Landlord reserves the right, acting reasonably, at the end of any tenancy year and having given reasonable notice, to re-define the boundaries of any allotment and re-calculate the rent if it believes this to be necessary to promote the efficient and effective management of the site.*

Livestock - Option 1

28) Livestock may not be kept on the site except that rabbits, hens (but not cockerels) and bees may be kept provided that:

- i) the numbers of them are manageable**
- ii) they are well and humanely managed**
- iii) they do not cause any danger, nuisance, interference, disturbance or annoyance to tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or ploholders.**

And subject to the agreement of the Society/Landlord which may at its discretion decide that the keeping of some or all of rabbits, hens and bees on the site would be prejudicial to health or a nuisance.

Livestock - Option 2

28b) Livestock, including rabbits and poultry [and bees], may NOT be kept on allotments.

Keeping bees option

- 28c) *Bees may be kept, but the Society/Landlord must first be satisfied that the tenant and/or the beekeeper is suitably qualified to care properly for them to a good level of competence. To this end, the following conditions apply:*
- i) the beekeeper should have undertaken a recognised course, to the satisfaction of the Society/Landlord covering both theoretical and practical hands-on training*
 - ii) the beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages*
 - iii) any bees brought onto the allotment should be of good temperament and kept that way.*

Water

29) *Hosepipes may be used on the site, subject to water company regulations. Hoses must be held in the hand at all times and must not be left unattended. Sprinklers, irrigations systems and the like are forbidden.*

Care of the site

30) Tenants must not:

- a) remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand;**
- b) dig or permit to be dug any pits, shafts, wells or ditches. One small pond may be provided on each plot for the efficient use of rainwater and to increase biodiversity. It must not cover more than 10% of the plot;**
- c) import, store or allow on the site any soil, fill or material from an external source, such as topsoil from a domestic garden or building site. This also applies to any rubbish or other materials or items, which are not connected with the proper and lawful use of the site or which are likely to damage the horticultural quality of the site. Please use peat free soil where possible and obtain it from a recognised supplier. Please compost your disease-free organic waste on your plot;**
- d) deposit any manure, refuse or other material of any kind on the roads, paths, lay-bys or anywhere on car-**

parking areas, in watercourses or on communal land except with the prior agreement of the Society and provided the material is cleared promptly.

- e) park or cause to be parked any motor vehicle or wheeled vehicle on any allotment or on any part of the site except in designated parking areas and only when in attendance on the site.**
- f) interfere in any way with any material, plant, equipment, building or installation owned by the Society or the Council.*

31) Tenants must:

- a) lock the gates after entering or leaving the site even if they are found to be open or unlocked;*
- b) make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is locked securely before and after. The Society/Landlord shall have the right to refuse admittance to any person other than the tenant or a member of his/her family or household to the allotment unless accompanied by the tenant or a member of their family;*
- c) return at the end of the tenancy all gate and other keys provided by the Society/Landlord. All such keys remain the property of the Society/Landlord. Where replacement keys have been supplied to the tenant, these must be returned at the end of the tenancy or on demand;*
- d) report to the Committee any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.*

32) Dogs must be kept under close control, on a lead, while on the site. They must not be allowed to foul or cause damage to any allotment plot.

Termination of Tenancy

- 33) The Tenant must yield up the allotment at the expiration or termination of the tenancy in such condition as shall be in compliance with the terms and conditions contained in this document.**
- 34) The Society/Landlord or the Tenant may at any time terminate a tenancy by giving twelve months notice in writing to the other expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year except that the Society/Landlord may at its discretion accept from the Tenant a lesser period of notice expiring at any time.**
- 35) In the event of the death of the Tenant, the tenancy shall terminate [3 months/6 months/at the end of the rent year] after the date of death except that the tenancy may be terminated sooner by agreement with the Society/Landlord.**

Termination of the plotholder tenancy agreement by the Society/Landlord/Council due to breach

- 36) The Society/Landlord shall have the right immediately to re-enter and take possession of an allotment plot and to terminate the tenancy of any tenant after giving one-month previous notice in writing to the tenant:**
 - a) whose rent is in arrears for forty days or more, whether legally demanded or not, or**
 - b) who is in breach of any of the other agreements, covenants or obligations (including the covenants in 14 and 15 above concerning the care and maintenance of the allotment) imposed on the tenant by this document or the tenancy agreement in respect of the allotment.**

Termination of the plotholder tenancy agreement by the Society due to ending of the head lease agreement for the whole site by the landlord or landowner

- 37) The Society may terminate the tenancy of any allotment at one month's notice if it shall at any time, at one month's notice, be required by the Council to give up possession or occupation of the land, or any part thereof, of which such allotment forms a part.**
- 38) This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the Council shall terminate.**
- 39) If the site or any part thereof that includes the allotment plot shall be required by the Council for a purpose for which it was acquired or to which it has been appropriated by the Council, the tenancy may be determined by the Society by three calendar months' notice in writing.**

Compensation

- 40) Before taking possession of land, every member shall pay to the Society/Landlord or to the outgoing Tenant, as the case may be, any charge due in respect of incoming compensation, adaption or other matters.
- 41) The Society/Landlord shall be entitled to recover from the Tenant on his/her vacating the allotment on the termination of the tenancy, statutory compensation in respect of any deterioration of the allotment caused by failure of the tenant to maintain it as required in this agreement.
- 42) The allotment is not to be considered let or treated as a market garden or agricultural holding within the meaning of relevant legislation.

Breaches and disputes

- 43) *Breaches - in the case of any member charged with a breach of these rules, the matter should be referred in writing to the committee, or such person or persons designated by them as they see fit, who shall at the earliest convenience deal with the matter. The committee shall have the power to take such steps as they consider necessary.*
- 44) *Disputes - cases of dispute between two or more tenants shall be referred to the committee, or such person or persons designated by them as they see fit. The committee shall have the power to take such steps as they consider necessary.*
- 45) *The Society/Landlord reserves the right to exclude from the site without notice, pending consideration of the matter by the committee under paragraph 43 above, any tenant or other person who is accused of gross misconduct such as (a) causing serious damage to any allotment or to the crops thereon or to any communal area or (b) while on the site, damaging or stealing the property of any other person or of the society or (c) assaulting or threatening any person on the site.*
- 46) *Appeals - any party to a breach or dispute may appeal against any decision made by the committee under 43-45 above. The appeal shall be made to a person or persons independent of the management of the Society and of the management of the site. Such person or persons shall give the said parties a fair hearing before arriving at any decision on the appeal.*

Letters and notices

- 47) Any letter or notice required to be served under this agreement may be served by hand, by pre-paid post, or by suitable electronic means:
- on the Tenant either personally or by leaving it at his last known place of abode or by prepaid letter addressed to him there or, failing that, by fixing the same in some conspicuous manner on the allotment;
 - on the Society/Landlord by addressing it to the secretary for the time being of the society at the Society's published address for correspondence.
- 48) Notices directed to all tenants may be served by posting them prominently on the Society's outdoor site notice board or similar display space or by including them in any newsletter or journal distributed by the Society to all its members.

General Data Protection Regulations

- 49) Tenants' contact details, allotment history and other information relevant to their tenancy and membership of the Society/Landlord may be stored on a secure drive on a computer or otherwise. This information will be used only for the management and administration of the Society and the site and will not be disclosed to third parties unless the Society is required to do so by law or in compliance with legal obligations. The tenant may inspect the information held by the Society about him/her on request. For more information please contact the information commissioner's office: <https://ico.org.uk/>

Explanatory Notes

Societies/Landlords may wish to seek their own legal advice before using these models.

These notes are provided as a lay person's guide for societies and do not represent an interpretation of the law.

There is a lot of material which is optional in the sense that it is not specifically required by the lease or by law, but it does represent good and sensible practice.

'Reasonable rent'

The Allotments Act 1950 s.10(1) - requires that, in plain words, the rent for an allotment should be that which an allotment holder might reasonably be expected to pay for what he/she is getting on the terms on which he/she is getting it. Thus, a reasonable rent might cover such things as:

- the use of a defined area of land for cultivation within the allotment site (the plot itself)
- a fair opportunity to obtain a fair share of services and facilities provided on the site e.g. access to water, access to toilets (if provided), a share of communal supplies e.g. manure
- the benefit of other features of the site as a whole e.g. properly maintained fences, gates, roads, water supply
- the benefit of arrangements made by the allotment society on behalf of all allotment holders e.g. public liability insurance, a reserve fund held by the society to pay for major works in the future.

The cost to the society of providing such common services, facilities, features and arrangements may reasonably be shared amongst all the allotment holders as components of the rent they pay. It would not be reasonable to charge all allotment holders for something of which the benefit is available only to a few.

Start and finish dates

The start and finish dates of the agreement given can be adjusted to fit your own financial year.

The text provides for collecting rents once a year and this is likely to be the practical option for many societies. There is, however, provision in the Allotment Acts for collecting rents quarterly if this seems more appropriate.

Membership of the Society (Optional clause 3)

Where the tenancy agreement requires that allotment holders be members of the Society (i.e. it includes clause 3 from the list of Optional terms and conditions because this is required in the head lease) and you charge (or intend to charge) a membership subscription, it would be best to roll this in with the rent. Allotment holders will no longer be able to opt out of society membership and rolling any membership charge into the rent should help to avoid any arguments about it.

It would always be possible for you to charge a separate fee for optional services that allotment holders can opt in or out of, such as use of trading hut participation in visits, but it would be best not to describe this as a membership fee.

Taking possession of an allotment (Optional clause 6)

Societies which have an informal probation period for new tenants may want to amend this clause so that new people do not have to pay their rent right at the start.

Access, inspection and works on plots (Optional clause 7)

Under the lease, the Council may inspect the site on reasonable notice. It or its contractors (or independent organisations like Thames Water) may also enter the site after suitable notice to carry out repairs etc to

pipes, cables and the like which run across the site to Council property next door. So, both society and Council people, and third parties acting with their permission, need right of access to individual plots to inspect or to do work.

Complying with the lease (Optional clause 8)

Under the head lease, the Society will have to ensure that plotholders comply with those terms of the lease that apply directly to them or which the society would need to delegate to them. It is therefore reasonable that plotholders should be able to inspect the lease. If the legal language it is written in is not user-friendly, it would be better to guide people through the lease rather than hand them a copy and expect them to make sense of it on their own.

Encroachment by neighbouring residents (Optional clause 11)

It would be a good idea to get plotholders to report any take-over bids by neighbouring residents trying to extend their gardens or install unauthorised gates onto the site, since the Society will have to report these things to the Council. Avoiding any dead or derelict space next to boundaries would help both to avoid this and to make it more obvious if it happened.

Indemnifying the Society/Landlord (Optional clause 11)

This does not necessarily require the individual tenant to have special insurance but the clause does require that (roughly speaking) if the society is sued because of something that happened solely because of one tenant or one tenancy, then the tenant involved must take responsibility and pick up the bill.

Proper cultivation (Optional clause 14)

There is no absolute rule as to what 'proper' cultivation is. The Society should adapt this clause to reflect

rules or guidance already in place and which allotment holders are used to.

Water courses (Optional clause 16)

There have been cases where tenants or societies digging ditches etc have caused flooding to neighbouring properties. This clause is intended to prevent this happening.

Bonfires (Optional clause 17)

The rules for plottolders on bonfires have been simplified but are broadly similar to the existing/previous rules. The society can also organise communal bonfires once a month in the summer and any time during the winter, but these must be supervised by the society and mustn't cause a nuisance to neighbours. The society can decide which day each month the summer bonfires can be held.

Structures (Optional clause 18)

We are not providing a precise definition of 'structure' here. The Town and Country Planning Acts should be adhered to and the advice of the Planning Authority taken on whether structures amount to development and whether planning permission is required. Please note that the rules on what requires planning permission are different in the separate nations of the UK.

Pathways (Optional clause 19)

If the plottholder wishes to make pathways, concrete and impermeable materials should not be allowed. Small areas of paths created by plottholders on their plots should be made of organic materials such as bark chip. Plastic and concrete should be avoided. It is important that water can permeate into the soil rather than running off towards the public sewer. Sustainable drainable ditches should be encouraged but always agreed by the Society or Landlord in advance.

Clearing plots (Optional clause 21)

This provides the Society/Landlord a reserve power to require an outgoing allotment holder to remove their property within 14 days of the end of their tenancy and allows the society to remove anything left after that time.

Tree inspection and maintenance (Optional clause 24)

Trees should be inspected and maintained on a regular basis to satisfy insurance policies.

Livestock (Optional clause 28 a/b)

The Allotment Acts permit allotment holders to keep rabbits and chickens (not cockerels) on their plots provided they cause no nuisance or risk to health. If you choose to allow these animals, then you should include the wording specified in the lease. You may however decide to ban the keeping of them altogether.

Keeping bees (Optional clause 28 c)

If you allow bees to be kept on allotments, it would be prudent to include this clause which lays down basic requirements for beekeepers.

Water (Optional clause 29)

The recommended ban on sprinklers is related to experience if problems with people leaving hoses unattended for long periods which is poor practice. Watering should be by hand-held method only.

Giving 12 months' notice (Optional clause 34)

The Allotment Acts require that if 12 months' notice is given by the Society under this clause, it must be given (and end) between 29th September and 6th April – not during the growing season. In practice, this covers the start and end of most of Society's rent years (whether 1st October or 1st April or in between).

Incoming compensation etc (Optional clause 40)

This means that, before moving in, a new incoming tenant should pay the outgoing tenant (or the society) any money owing for sheds etc which they are taking over, or for any works which were done specifically for the new tenant and for which a charge could reasonably be made.

Breaches of the terms of tenancy and disputes (Optional clauses 43-44)

While this approach to breaches and disputes reflects proven practice in some societies, others who wish to use it should check for consistency with their constitutions. To accord with the principles of natural justice, the parties should be given a fair opportunity to make their case and given a fair hearing. The committee should then reach its decision in a fair, objective and unbiased way.

Exclusion (Optional clause 45)

This is intended as an emergency power for use only in serious cases where a tenant or other person causes serious and malicious damage or threatens people or property. The exclusion should only last until such time as the accusations can be examined by the committee.

Appeals (Optional clause 46)

According to the principles of natural justice and prevailing legislation, parties to a breach or dispute should be allowed an appeal before an independent person (or persons). That person should give the parties a fair hearing and reach an objective conclusion. In some cases, the use of a mediator or arbitrator may help to resolve disputes to the satisfaction of the parties.



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