



# ALLOTMENT TENANCY AGREEMENT

This Agreement is made on the [Insert date] day of [Insert month] Two thousand and [Insert year] between

**Keighley Town Council** ("the Council") of the Civic centre, North St Keighley BD21 3RZ by the hand of its Clerk and duly authorised Agent  
and

(Insert name of tenant) of (address)

## Terms of Agreement:

1. The Council shall let to the tenant the Allotment Garden situated at [insert full postal address] and referenced as [insert number] in the Council's Allotment Register.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the [insert date] day of [insert month] 20[complete] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent and any relevant charges pertaining to any allotment they hold, see (24) Charges.
  - a. Any rents or charges must be paid in full by the 31<sup>st</sup> of December each year. Failure to pay any rent, admin charge or key deposit by this date without written consent from the Council, could result in a notice to quit being issued, in accordance with the Allotments Act 1922 (The Landlord may end the tenancy by giving one Months' Notice where the tenant has breached any of the conditions of the tenancy agreement).
  - b. Additional charges or concessions may be applied at the discretion of the Council at the time of signing this agreement depending on the location, facilities, and use of individual allotments.
  - c. The following surcharges will apply to all tenants if they meet the criteria: Admin Fee, Key Deposit, Authorised Keeping of Livestock, Water Full Plot, Water Half Plot, Lives Outside of Parish of Keighley. (See 24. Charges)
4. Rent concessions are available to plot holders who can evidence that they are of state pension age, in receipt of benefits related to disability, are a student or unemployed. A discount will be applied upon receipt of proof. The tenant must inform the Council immediately of any changes to their status. Any concession will only be given for one plot.
5. Tenants will be notified in writing of the Council's intent to change its standard allotment rental charges 12 months prior to those changes taking effect and given the option not to renew their tenancy agreement:
  - a. Rents will increase by £2.50 for a Full Plot and £1.25 for a Half Plot in the years 2022/2023; 2023/2024; 2024/2025 and 2025/2026. Thereafter, rents for all plots will increase each year in line with inflation and the Consumer Price Index.

6. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if the rent is in arrears for 40 days.
7. The Council hereby agrees with the Tenant where water is provided, to ensure sufficient supply of water with standpipes and taps upon payment by the Tenant.
  - a. Reserving nevertheless the right of the Council to shut off the supply of water and to empty any pipes whenever it deems fit for the purpose of protecting the pipes in time of frost or otherwise.
  - b. The Council will endeavour once notified to rectify leakage problems within a reasonable time.
8. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by [him/herself] and [his/her] family. Allotments Act s.22(1).

Note: Tenants must not grow illegal or hallucinogenic plants on any allotment sites or land owned by the Council. Anyone found engaging in such activities will be reported to the authorities and this agreement terminated with immediate effect.

9. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable, and flowers in the Allotment Garden (Allotments Act s.22,1).
10. **During the tenancy, the tenant Must Not:**
  - a. Cause a nuisance or annoyance to other tenants or the owners or occupiers of land adjoining the Allotment Garden; or use any form of harassment or violence on-site, be it physical or verbal to another tenant, visitor, or neighbouring householders, this includes but is not restricted to bad language, getting drunk, playing loud music, racist language, etc.
  - b. Allow any person to stay overnight on your allotment plot.
  - c. Keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits without the written consent of the Council.
  - d. Livestock or poultry shall not be kept for a business or a trade.
  - e. Use the allotment or any part thereof for trade or business purposes. The sale of produce, including eggs, that is surplus to the requirements of the tenant and his/her family are prohibited on the allotment site and any part thereof. The setting up of an allotment shop as part of fundraising purposes and/or re-investment in the development of the allotment may be permitted upon receipt of written consent from the Council.
  - f. Bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent.
  - g. Assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden. Tenancy agreements are non-transferable, therefore, if a tenant is unable to maintain their plot to an acceptable standard for whatever reason, the Council should be notified in the first instance. The tenant should not pass it on to a relative or any other person without the prior consent of the Council.
  - h. Except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining Council permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and in accordance with **27 Allotment Structures**.
  - i. Not fence the Allotment Garden without first obtaining the Council's written consent.
  - j. Not bring garden or other waste onto any allotment.
  - k. Grant or purport to grant any right, interest, licence, or easement in or over or under the allotment.

- l. Cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons or the Society.
- m. Encroach or trespass, or allow others to trespass, upon another tenant's allotment or encroach onto any path, road, or communal space.
- n. Not plant any tree, shrub, hedge, or bush without first obtaining the Council's written permission.
- o. Not cut, lop, or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission.
- p. Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
- q. Not store gas or any other fuel or flammable substances on the allotment.
- r. Not install a pond or bog garden without prior written agreement from the Council.

**Note:** where buildings exist that are not the property of the Council, whether newly installed or left over from a previous tenancy, the Council shall not be liable for any incident or accident relating to these structures or installations. Tenants are advised to obtain adequate public liability insurance if they intend to allow anyone other than themselves or their family access to their allotment.

- 11. The Council 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.

**12. During the tenancy, the tenant Must:**

- a. Maintain and keep in good repair any agreed fencing and gates forming part of the Allotment Garden.
- b. Complete the **Animal Register Form** which must be submitted for approval prior to placing any animal on the plot. **See 26. Livestock.**
- c. Trim and keep in decent order all hedges forming part of the Allotment Garden.
- d. That any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his/her property.
- e. Permit an inspection of the Allotment Garden, its buildings, and structures, at all reasonable times by the Council's employees or agents.
- f. keep the path directly outside their plot clear of weeds and obstructions.
- g. Remove all non-compostable refuse from the allotment and ensure that all compostable materials are retained in a manner that does not cause a hazard or inconvenience to the public or other tenants.
- h. Ensure that the burning of garden waste is contained within a metal incinerator bin and that the terms within **28 Green Waste Code of Practice** are adhered to. The Council reserves the right to prohibit bonfires on a specific plot and/or group of plots. Fires are not permitted next to residential properties or highways.
- i. Ensure that any dog brought into the allotment site is securely held on a leash and returned home with their keepers. Dogs must not be left unattended on allotments either tied up or in sheds etc. at any time. A 14-day written warning notice will be issued to any tenant keeping dogs on their plot overnight. Failure to comply with this requirement shall result in the termination of the tenancy agreement.
- j. Always ensure compliance with current regulations pertaining to the use of pesticides, weed killers and fertilisers

- k. Keep the Allotment Garden clean and in a good state of fertility and cultivation. Free from weeds (no carpets/underlay will be permitted on a plot for weed suppressant) and otherwise maintain it in a good condition and to keep any path or roadway included or abutting the allotment free from weeds, hazards and any other noxious, toxic, or verminous accumulations.
- l. Observe and comply fully with all enactments, statutory instruments, local, parochial, or other byelaws, orders or regulations affecting the allotment.

**Note:** If written permission from the council has been obtained. The maximum permitted size of a pond is 1.5m at its widest point with a maximum depth of 5cm. Danger of drowning - ponds must be covered with wire mesh and fenced off to reduce the risk of accidents. Warning signs must be prominently displayed. Bog gardens should be no more than 2m at their widest point and must not show standing water. You may be required to remove any pond or bog garden when vacating your plot and reinstate the ground to its original height.

- 13. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
- 14. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 15. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- 16. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - a. Three months after the commencement of the tenancy the tenant has not observed the rules referred to in this Agreement.
  - b. The rent is in arrears for 40 days.
  - c. The tenant breaches any of the rules contained in this tenancy agreement.
- 17. The tenant must ensure that:
  - a. A minimum of 50% of the plot is used for cultivation of vegetables, fruit or show flowers.
  - b. Growing the produce under glass or in polytunnels will qualify for this.
  - c. A further 25% of the plot area is in some form of productive use which can be used for keeping animals N.B. only on authorised sites with permission from the Council.
  - d. The last 25% can be used for recreational purpose (lawn and seating) or extra animal compounds; storage of waste plant material; compost bin.

Note: Anyone wishing to keep animals other than hens and rabbits on an allotment site shall request permission from the Council. They must declare and demonstrate that they have complied with all necessary legislation pertaining to the animals they intend to keep and that they are in possession of any licences or other legally required provisions together with relevant insurance cover for public liability and veterinarian's fees. Copies of all licences must be provided for the Council's database. They should also acknowledge that the Council, RSPCA, agents of DEFRA or any other animal welfare authority may carry out inspections at any time without giving prior notice and that any costs incurred as a result of those inspections shall be paid by the tenant.

If it is found that there has been a failure to comply with any regulations or that animals are not being kept according to DEFRA or RSPCA's definition of accepted good practice, the Council shall terminate the tenancy and give notice to quit with immediate effect. And will inform the relevant authority if the health of any animal is deemed to be at risk.

18. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
19. The termination of the tenancy by the Council in accordance with clause 16 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
20. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
21. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant. The allotment must be returned to the Council in a condition fit for re-letting and, at the discretion of the Council, the tenant shall pay the cost of any site clearance, clean up or reparations resulting from a failure to maintain the allotment to an acceptable standard as defined within the terms of this agreement.
22. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to, left at the parties' address, or delivered electronically to an email address supplied by the tenant to the council, or by placing a notice on the allotment plot rented by the tenant. Any notice to be served by the tenant shall be addressed to the Operations Manager.
23. The tenant is required to advise the council within 7 days of any changes to their home address, telephone number or email details. This should be done in writing addressed to the Allotments Officer.

24. **Charges:**

|                    |               |                      |                  |
|--------------------|---------------|----------------------|------------------|
| a. Rent Full Plot  | 2023/24 = £45 | 2024/25 = £47.50     | 2025/26 = £50    |
| b. Rent Half Plot  | 2023/24 = £23 | 2024/25 = £24.25     | 2025/26 = £25.50 |
| c. Water Full Plot | £20           | } Additional Charges |                  |
| d. Water Half Plot | £10           |                      |                  |
| e. Livestock       | £5            |                      |                  |
| f. Admin Fee       | £5            |                      |                  |
| g. Key Deposit     | £4            |                      |                  |
| h. Out of Parish   | £25           |                      |                  |

25. **Water**

Access to a reliable supply of water is essential for cultivation, however, there is no minimum standard of provision required of allotment authorities. Some sites rely upon water harvesting in water butts and rainfall draining from shed roofs.

- a. Sprinklers are prohibited. Hose pipes may be used to water directly if handheld or to fill water butts, provided this does not prevent other tenants having access to water supplies.

- b. Water supplies will be turned off in the winter months (November to March) unless the tenant has animals on the plot.
- c. Tenants must ensure all proper care and diligence to prevent waste of water from any pipe, standpipe or tap provided by the council and not to turn on any water supply which may have been shut off by the council.
- d. Tenants must report any leakage of water to the council without delay so arrangements can be made to repair the leak and minimise cost to yourself and other tenants.
- e. Where a plot has its own water tap – this must be maintained and repaired where necessary by the tenant. Water taps not inside individual plots will be maintained by the Council.
- f. Tenants must comply with any hose pipe ban or drought order.

## 26. **Livestock**

Where the keeping of livestock other than those permitted by the Allotments Act 1950 s.12(1) (hens & rabbits) or has been allowed under the terms of a previous tenancy agreement, tenants shall be allowed to continue to keep those animals on the understanding that no new or replacement animals shall be permitted under the terms of this agreement. Failure to comply with this requirement will result in the agreement being terminated.

- a. A charge of £5 per year will be paid for keeping livestock.
- b. Livestock shall be in good health and comply with the Allotment and Animal Welfare Act 2006.
- c. Bees can only be kept on allotments if the tenant acquires written consent from the Council.
- d. Dogs are not allowed on the allotments unless they are properly controlled, and any faeces cleaned up promptly.

## 27. **Allotment Structures:**

Maximum Dimensions of Structures = (Length X Width)

| Greenhouse           | Shed/Fowl House      | Rabbit Hutch | Polytunnels etc. |
|----------------------|----------------------|--------------|------------------|
| 12ft x 8ft           | 8ft x 8ft            | 3ft x 2ft    | Max 6M X 4M      |
| 8ft x 8ft            | 6ft x 6ft            | 4ft x 2ft    |                  |
| 6ft 6ins x 6ft 6ins  | 6ft 6ins x 6ft 6ins  | 5ft x 2ft    |                  |
| 8ft 6ins x 8ft 6ins  | 8ft 6ins x 8ft 6ins  |              |                  |
| Chicken compounds    | Pigeon coops         |              |                  |
| Max size 12ft X 12ft | Max Size 12ft X 10ft |              |                  |

- a. No building may be erected, nor existing building altered, until an application accompanied by a sketch giving dimensions and specifications of the proposed building or alterations has been made to the Allotments Officer of the Council, and written approval received.
- b. Any structure on the allotment must be temporary and maintained in safe order with a neat external appearance and condition. If the Council is not satisfied with the state of the structure the tenant must either repair it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Council may remove it and charge the tenant the full cost of removal and disposal.
- c. Any structures erected on the allotment shall not be made from hazardous materials (e.g., asbestos) and the colour shall be in keeping with the natural environment.

- d. All structures must be adequately secured to the ground to prevent uplift.
- e. All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g., water supply pipes). Contact the Allotments officer if unsure of location.
- f. All buildings must be sectional and constructed of either new or perfectly sound second-hand material.
- g. Bases, if constructed, should be of sleepers, paving slabs, or loose bedded brickwork.
- h. Compounds for hens should be constructed of wire netting and substantial timber posts.
- i. The use of corrugated iron, sheet metal, hardboard and floated concrete in bases or floors is prohibited.
- j. No brick buildings are allowed.
- k. Any building erected and found upon inspection to be unsatisfactory or unsightly will be required to be removed.
- l. All buildings must be erected at the rear of the plot.
- m. If served with a termination notice, outgoing tenants **must remove** any structures belonging to them within one month of the date of letter. Any buildings not removed after one month, become the property of the Council, who may dispose of it as they see fit at the tenant's expense.
- n. If asked to remove a structure in writing, because it may not be of the allowed size or has been fitted in the wrong place, this includes gate ways/gates, then 14 days' notice to remove it will be given in writing. Failure to do the work within the time scale will result in having it removed at the tenants' expense.
- o. Barbed or razor wire is not permitted on the allotments.

## 28. **Green Waste Code of Practice**

Green waste should be composted where possible. If you do need to burn green waste, then you must follow the precautions and guidance below.

Under the Environmental Protection Act 1990, it is an offence to cause a statutory nuisance. This includes smoke, fumes, or gases "emitted from premises so as to be prejudicial to health or a nuisance". This can include nuisance created by bonfires.

## 29. **A metal incinerator bin must be used. Bonfires on open ground are not permitted.**

- a. Let your neighbours know when you are going to light it and where it is.
- b. Always keep the fire small and under control.
- c. Never use an accelerant to light or encourage the fire.
- d. Never dispose of garden chemicals on a fire.
- e. Never burn anything that could produce noxious fumes, including pre-treated timber, household rubbish, rubber, plastic, paint, foam, carpets, aerosols, China, batteries, etc.
- f. Do not burn green or damp materials - they will produce excessive smoke.
- g. Consider weather conditions/wind direction - do not light a fire if conditions are unsuitable.
- h. Only burn if the wind is blowing smoke away from nearby houses and roads - it is an offence for smoke to obstruct a highway (Highways (Amendment) Act 1986).
- i. Avoid burning at weekends, bank holidays or before 6pm when people are more likely to be in their garden/outdoors.
- j. Never leave a fire unattended.
- k. Always site the fire as far away as possible from hedges, fences, and other structures.
- l. Remember to check for hibernating hedgehogs and sleeping pets!

### 30. Rats

It is the tenant's responsibility to discourage rats from their plot/s and allotment sites. The Council will only act if there is a severe infestation which cannot be contained by the measures below and which impacts on the wider community.

#### **Some things you can do to discourage rats on your allotment:**

- a. Turn the compost heaps occasionally. This disturbs the rats nesting and aerates the compost, which helps to speed up the process of digestion and reduces the amount of methane your heap emits. Have your shovel ready to hit any escaping rats over the head as you do the work!
- b. Compost bins should be given a small gauge wire mesh lining to prevent rats burrowing in underneath.
- c. Regularly kick or hit with a trowel or shovel or something that will make a loud noise to ensure it is not a peaceful place to sleep.
- d. Check your greenhouse, shed or poly tunnel to see if rats have taken up residence in them.
- e. Do not put household waste such as meat, dairy products, bones, cooked food, or other inappropriate items in your compost as this attracts rats and makes the compost smell.
- f. Clean up any uneaten animal foods as this also attracts rats.
- g. Harvest ripened fruit and vegetables promptly. Pick up wind fallen fruit.
- h. Keep your plot tidy and ensure it does not become overgrown.
- i. Do not allow rubbish to build up e.g., old carpets, timber, stockpiled materials etc, this provides cover for rats to live under or in (harbourage)
- j. Wash all fruit and vegetables thoroughly before using or storing. Any showing signs of rat damage should be destroyed.
- k. Put all your bulbs, seeds, and animal feeds in rodent proof containers.
- l. Regularly move things around your plot as rats are afraid of anything new.

### 31. Charities and non-profit groups.

The safety and welfare of all people attending group activities must be considered by the lead organisation and group facilitator. There may be many people on the plot(s) at one time including people with disabilities, people with learning difficulties and young people including children and babies.

#### **The rules contained within this Allotment Tenancy Agreement apply to all groups.**

In addition:

- a. the group should display a health & safety policy on site.
- b. first aid provision should include at least one designated first aider, first aid kit and an accident book.
- c. groups and organisations should have all relevant safeguarding policies in place.
- d. all facilitators should be DBS checked.
- e. the group must have adequate public liability insurance and carry out their own risk assessments.



**This copy to be retained by you the tenant.**

**Tenant's Declaration**

I/We the undersigned state that I/We have read and understand all the terms and conditions laid out in this agreement and agree to be bound by them.

Any amendments or updates to this agreement will be posted and or emailed to each tenants recorded address; it is the tenant's responsibility to inform the Council of any changes to contact details.


If it is a shared plot, you must register the second party also. (For joint tenants both parties need to sign) You must immediately notify the Council of any change of address of the tenant/s.

|                 |               |
|-----------------|---------------|
| Tenant 1        | Tenant 2      |
| Name            | Name          |
| Signature       | Signature     |
| Address         | Address       |
| Email Address   | Email Address |
| Phone Number    | Phone Number  |
| Mobile Number 1 | Mobile Number |

Allotment Site: ..... Plot Number: (     )

Please sign and retain this copy for your records

Keighley Town Council  
North Street  
Keighley  
BD21 3RZ

 .....

Joe Cooney  
TOWN CLERK  
For and on behalf of the Council

Date:



**This copy to be returned to the Council.**

**Tenant's Declaration**

I/We the undersigned state that I/We have read and understand all the terms and conditions laid out in this agreement and agree to be bound by them.

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|               |               |
|---------------|---------------|
| Tenant 1      | Tenant 2      |
| Name          | Name          |
| Signature     | Signature     |
| Address       | Address       |
| Email Address | Email Address |
| Phone Number  | Phone Number  |
| Mobile Number | Mobile Number |

Allotment Site: ..... Plot Number: (     )

Please complete the above and return this copy to:

Keighley Town Council  
North Street  
Keighley  
BD21 3RZ

Sign: .....

Date: .....

**Sign and return this page only.  
By 31<sup>st</sup> December.**