THE BOROUGH COUNCIL OF BOLTON

DEPARTMENT OF ENVIRONMENTAL SERVICES

ALLOTMENT TENANCY AGREEMENT

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By signing this Tenancy Agreement, you are entering into a legally binding agreement with The Borough Council of Bolton and are bound to comply with the terms of this Tenancy Agreement.

AGREEMENT made the day of 202[6]

PARTIES

(1) **THE BOROUGH COUNCIL OF BOLTON** of Town Hall Bolton BL1 1RU **("the Council")**
(2) **[TENANT]** of [address] **[**AND **[JOINT TENANT]** of [address]] **("the Tenant")**

IT IS AGREED as follows:

The Council agrees to let, and the Tenant agrees to take on a yearly tenancy from [DATE] the allotment plot numbered [PLOT NUMBER] ("the Plot") at [ALLOTMENT NAME] ("the Allotment") measuring approximately [SQUARE METERS].

This Tenancy Agreement is subject to the Allotments Acts 1908 to 1950 and is made under section 28 of the Small Holdings and Allotments Act 1908.

This Tenancy Agreement is subject to the Tenant complying with and adhering to the Allotments Guide. Which can be found on the Council's website by searching under "allotments".

All new tenancies are subject to a 12-month probationary period, which begins on the date that the Council confirms receipt and acceptance of this tenancy agreement signed by the Tenant. The Tenant will have no access to the Plot or Allotment until they have received the confirmation of acceptance in writing from the Council. During the probationary period the Council reserves the right to move directly to Stage 3 Enforcement where there is non-compliance or breach of any of the obligations of the Tenant in respect of this tenancy agreement together with the right to terminate this tenancy agreement.

1. RENT

The rent for the Plot shall be £[COST] for the first year of the tenancy ("Rent").

The Rent is reviewed every year and may change annually. The Council will inform the Tenant of any increase in Rent in advance. Notification of any Rent increase will be shown on the annual invoice issued to the Tenant and will be provided at least 12 months prior to the increase taking effect. If any changes to Rent are required after the annual invoice has been issued, the Council will send a separate written notice to the Tenant at least 30 days prior to the next annual invoice being issued.

The Rent will become payable within 30 days of the date of the invoice.

Any accidental failure to give notice to the Tenant of an increase in Rent will not invalidate the Tenant's Rent increase.

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For further details of the Rent for new tenants, in particular where the Plot is taken later in the allotment season, please refer to the Allotments Guide.

2. CULTIVATION

The Tenant shall at all times keep a minimum of 75% of the Plot properly cultivated, well fertilised and free from weeds and noxious plants. This means that at least 75% of the Plot should be actively used for growing fruits, vegetables, herbs, or other approved plans and should be kept free from weeds, brambles, debris, and any other invasive or self-seeding vegetation.

No holes or excavations are to be dug on the Plot or any adjacent land other than for the normal practice of cultivation. Holes intended for drainage or collection of rainwater are not permitted.

The Tenant has the right to cultivate the Plot without interference from the Council. The Council will only interfere if the Tenant does not adhere to the conditions of this Tenancy Agreement. Should the Tenant fail to meet the standard of cultivation required by this Tenancy Agreement, the Council reserves the right to review your tenancy and take potential enforcement action.

3. USE

The Tenant shall use the Allotment only for the purposes of cultivation including the production of vegetables, and fruit crops, for the Tenant's personal use only.

The Tenant will not use the Plot or the Allotment in connection with any business or commercial use without the prior written consent of the Council.

The Tenant will not use any other plot on the Allotment without the prior written consent of the Council and will not place or remove anything on or from any other plot at the Allotment.

The Tenant must not allow any person to sleep at or reside on the Allotment.

The Tenant must comply with the conditions of the Allotments Guide in relation to erecting, enlarging, or replacing any structure on the Plot.

The Tenant will maintain any existing fences already erected on the Plot in safe condition and not to use dangerous materials such as barbed wire to build or repair the fences.

The Tenant will not use the Plot or the Allotment for any illegal or immoral purposes.

The Tenant is responsible for ensuring that their use of the Plot and the Allotment does not endanger others. The Council does not accept liability for any loss, damage, or injury caused by the Tenant's negligence.

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Sprinklers are not permitted at the Allotment. Hosepipes or siphoning devices are not to be used to remove water from any water trough. The Tenant must take every precaution to prevent contamination of water supplies. Water may only be extracted from a water course with the written consent of the Council.

Carpet, underlay, and asbestos may not be used at the Allotment.

The Tenant may not remove any mineral, gravel, sand, earth, or clay from the Allotment or Plot without the prior written consent of the Council.

The Tenant may not display any personal or commercial advertising at the Plot or the Allotment without the prior written consent of the Council.

The Tenant must comply with the conditions of the Allotments Guide in relation to fires and burning on the Plot and at the Allotments. Open fires and the burning of household waste, plastics, rubber, treated timber, construction materials, or any other prohibited waste are strictly prohibited. A suitable means of extinguishing the fire, including water supply, sand, or other firefighting equipment must be readily available and permitted fires must be supervised at all times and fully extinguished before leaving the Plot and the Allotment.

4. SUCCESSION OF TENANCY AGREEMENT

In the event of the Tenant's death, the Tenancy Agreement may pass to a qualifying relative of the late Tenant, such as a spouse, civil partner, common law partner, son or daughter, subject to:

- the Council's prior written approval;
- the relative providing the Council with satisfactory evidence of their relationship to the deceased Tenant; and
- the relative residing within the borough of Bolton.

Succession is not automatic and will be considered on a case-by-case basis.

Succession may only occur once in relation to this Tenancy Agreement.

Where the Plot is managed by joint tenants, then in the event of the death of one of the joint tenants, the Tenancy Agreement shall continue either:

- with the surviving joint tenant alone; or
- with the surviving joint tenant together with a successor of the deceased tenant where approved as above.

If a surviving joint tenant does not wish to continue with the Tenancy Agreement for the Plot then they will need to give notice to terminate the Tenancy Agreement as per the "Termination" clause below.

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If the Tenancy Agreement is passed to a successor as per this clause, then this Tenancy Agreement shall continue, and the new tenant must comply with the terms of this Tenancy Agreement.

5. TEMPORARY COVER FOR ILLNESS OR PERSONAL CIRCUMSTANCES

Tenants who are unable to maintain their Plot due to illness, injury, or other personal circumstances may appoint a temporary helper for up to a maximum period of 6 months. The Tenant shall notify the Council in advance in writing of their intention to appoint a temporary helper and, if possible to do so, give an indication of how long they expect the temporary helper to maintain the Plot for, whether for the full 6 months permitted or less time. An email will be sent to the Tenant to confirm when a temporary helper has been approved to maintain the Plot. The confirmation email will confirm the start and end date for the 6-month period of cover. The temporary helper must have access to the confirmation.

The Council will allow a reasonable time for such circumstances in which a temporary helper maintains the Plot, however, the Council reserves the right to take action to terminate a tenancy agreement should the Plot not be kept properly cultivated or become seriously overgrown for an extended period of time.

The temporary helper must keep the Plot tidy and properly cultivated. The helper will not gain any tenancy rights to the Plot.

All Plots are let by the Council only and Tenants cannot give, bequeath, or sub-let their Plot to anyone else, including family members, save as is permitted by the “Succession of Tenancy Agreement” clause above.

The Tenant shall notify the Council in writing once the temporary helper is no longer required and the Tenant resumes maintenance of their Plot.

Only one period of temporary cover for illness or incapacity is permitted in a two-year period and must be agreed in advance by the Council. This arrangement is intended to be short-term and does not grant any tenancy rights or future entitlement to the plot by the temporary helper.

Where there are joint tenants managing the Plot and one of the Tenants is unable to maintain their Plot due to illness, injury, or other personal circumstances, then the other joint tenant is to take responsibility for the Plot until the other tenant returns.

Any ongoing, regular, or unauthorised third-party involvement may be treated as a breach of this tenancy agreement.

6. ASSIGNMENT

The Tenant may not sublet, assign, or part with possession of the whole or any part of the Plot, including any shed / locker / greenhouse on the Plot.

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The Tenant will not assign or transfer this Tenancy Agreement to anyone else without the prior written consent of the Council.

Where the Plot adjoins a neighbouring property or dwelling which is owned by the Tenant, the Tenant does not have the right to advertise the Plot or this Tenancy Agreement as being included in or part of any sale or disposal of the adjoining property. This Tenancy Agreement is exclusive to the Tenant and is separate to any adjoining property or dwelling. Where any adjoining property or dwelling is to be sold, the Tenant who owns the adjoining property or dwelling to the Plot has the option to either continue with this Tenancy Agreement themselves as Tenant, provided that they have not moved outside the borough of Bolton, or to terminate the Tenancy Agreement in accordance with clause 10 of this Tenancy Agreement.

7. NUISANCE

The Tenant will not permit the Plot or the Allotment to be used in any way which would cause a nuisance or annoyance to any occupier of any other plot or any residents living near to the Allotment.

The Tenant will not:

a) Obstruct any path at the Allotment.

b) Cause any damage to any other tenant's property or crops, nor to the infrastructure of the Allotment e.g. roadways, paths, fences, gates etc.

c) Keep or bring any bees, animal, bird, poultry, or livestock at or to the Plot or Allotment without the written consent of the Council, such consent will only be granted in accordance with DEFRA guidance and the Allotments Guide.

d) Park any caravan, trailer, boat, or other vehicle on or at the Plot or the Allotment without the written consent of the Council. Any vehicles must be parked with care and consideration for other tenants and are parked at the owners own risk.

e) Permit any waste material to be brought onto the Plot, and not to place any waste material anywhere at the Allotment except in the areas set aside for waste disposal.

f) Permit any toxic or hazardous materials or contaminated waste or tyres to be stored or brought onto the Allotment or Plot. Petrol, oil, fuel, lubricants, or other inflammable liquids are to be stored safely, in small quantities and in suitable containers marked highly flammable.

g) Cause any nuisance, danger, or inconvenience to other tenant's plots, neighbouring properties, or wildlife with regards to any permitted burning. Any such burning to be carried out in compliance with the Allotments Guide.

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8. HEDGES AND BOUNDARIES

The Tenant will keep any hedge growing on their Plot properly trimmed and cut and not allow any hedge to grow more than 2 metres high.

The Tenant will not cut, lop, fell, or prune any tree, hedge, or shrub at the Allotment which is not their responsibility without the written consent of the Council. This does not affect the routine pruning of the Tenant's own trees, hedges, or shrubs on the Plot.

The Tenant must keep all boundaries of the Plot, including half the width of any adjacent pathways, clear of weeds, brambles, and any other invasive or self-seeding vegetation. The Tenant is responsible for ensuring that these areas are regularly maintained to prevent overgrowth, which can spread to any neighbouring plots and create hazards or obstructions. Pathways between allotment plots are shared spaces between tenants, and the Tenant must maintain half the width of the pathway in accordance with this Tenancy Agreement.

In the event that the Tenant fails to remove any tree, hedge, or shrub which interferes with the use of any of the other plots at the Allotment which the Tenant has been notified is causing an interference, the Council reserves the right to remove any such tree, hedge, or shrub.

The Tenant must leave a minimum gap of 1 metre between the rear of their Plot and any adjoining boundary fence to allow access for maintenance.

9. HEALTH AND SAFETY

Children under the age of 16 are not permitted to use or visit the Allotment without the supervision of an adult.

Only the Tenant or person(s) authorised or accompanied by the Tenant is permitted on the Allotment. The Council may order any person unlawfully allowed on to the Allotment in breach of this Agreement to leave immediately. The Council may take action against the Tenant for breach of the Tenancy Agreement where it reasonably believes the Tenant was responsible for allowing an unauthorised person to be on the Allotment.

Any dog to be brought onto the Allotment or Plot (including Assistance Dogs) must be kept on a lead and under strict control at all times.

Entrance signs should be kept visible, and all gates kept closed. Any defects to the signs or gates should be reported to the Council.

Plots should be clearly marked with their plot number, so they are identifiable.

Tools and equipment may be stored on Allotments plots, they must be stored safely in secured storage when not in use. Whilst using the Allotment, tools and equipment must be kept in a tidy manner. The Council accepts no responsibility for the loss or damage of any tools or equipment nor for any injury caused by such items.

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No weapons are permitted at the Allotments.

No alcohol is to be consumed at the Allotments except with the written consent of the Council.

Pesticides and fertilisers are permitted only if marked suitable for home use and must only be used according to the manufacturer's instructions.

It may, on occasion, be necessary for the Council to employ contractors to maintain the Allotment. On such occasions the Tenant must exercise due care and attention and cause no obstruction or delay to the contractors.

The Tenant shall adhere to safe working practices, consistent with their duty of care to themselves, visitors, and other plot holders at all times.

All incidences of rodent infestation are to be reported to the Council immediately. Please do not try and self treat, please use authorised contractors to carry out such work.

In the event of the Tenant being made aware of any breach of the terms of this Tenancy Agreement by another tenant, the Tenant shall notify the Council immediately.

10. TERMINATION

The Council may bring this Tenancy Agreement to an end by giving the Tenant at least 12 months' written notice that the Tenancy Agreement will end on the 30th September in the following year.

The Tenancy Agreement may be terminated by the Council giving the Tenant at least 3 months' written notice if the Council requires the Allotment for some other purpose and it is not possible for the Tenancy Agreement to continue.

The Tenancy Agreement may be terminated by the Council giving the Tenant at least 1 months' written notice in any of the following situations:

a) The Rent is unpaid for more than 40 days since becoming due.

b) The Tenant has not kept any of the conditions set out in this Tenancy Agreement.

c) The Tenant becomes bankrupt or makes a formal arrangement with their creditors.

d) The Tenant relocates to live outside the borough of Bolton.

The Tenant may terminate this Tenancy Agreement by giving the Council at least 1 months' written notice between the 1st April and 30th September in each year. However, if notice is not provided at least 1 month prior to the 1st September in each year, then payment for the following year may still be required.

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The Tenancy Agreement will automatically end if any of the following situations arise:

a) The Tenant dies and there is no joint tenant in place (who has been a joint tenant for at least 2 years).

b) The Council's tenancy with the landlord of the Allotments comes to an end (if applicable). The Council will notify the Tenant in writing if this occurs.

c) The Council formally takes possession of the Allotment.

d) The Tenant is unsuccessful in completing the probationary period.

The Tenant agrees at the end of the Tenancy Agreement to give up the Plot in a good condition and free from any weeds and rubbish, and to remove any structure, building, or debris from the Plot. If the Tenant does not remove such items the Council may remove them and may recover the cost in doing so from the Tenant. The Tenant is to pay any such removal costs immediately upon being notified of the cost by the Council.

If the Tenant leaves anything on the Plot at the end of this Tenancy Agreement, the Council may remove and dispose of such items as it sees fit and recover the cost in doing so from the Tenant. The Tenant is to pay any such costs immediately upon being notified of the cost by the Council.

11. DISPUTES

In the case of any dispute between the Tenant and any other plot holder at the Allotment, or any adjoining resident living adjacent to the Allotment must be immediately referred to the Council whose decision shall be final.

If any legitimate dispute cannot be resolved by the Council within 28 days from the date of referral, then an independent party may be appointed through agreement by the parties who shall be deemed to be acting as an expert.

12. BEHAVIOUR

Bolton Council believes that allotment sites should be welcoming and inclusive spaces for all members of the community and that every individual, whether a plot holder, society committee member, or Council staff or employee is treated with dignity, respect and fairness at all times,

The Tenant should act respectfully at all times and respect the plots and property of other users of the Allotment. In particular the Tenant should avoid actions that could be considered to be disruptive, a nuisance, or annoying to other tenants and users of the Allotment.

Anti-social behaviour is not tolerated on allotment sites and for the avoidance of doubt this includes, but is not limited to:

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- Threats, intimidation, or bullying
- Verbal abuse or harassment
- Theft or damage to property or the Allotment
- Unreasonable demands or harassment
- Burning of materials in allotment grounds that is not permitted as per the Allotments Guide

Any threatening or anti-social behaviour should be reported to the police and to the Council.

Anyone found to be demonstrating any anti-social behaviour may have their tenancy terminated with immediate effect.

Bolton Council has a zero tolerance policy towards Council officers, site stewards, and other plot holders and users of the Allotment with regards to:

- abusive or aggressive behaviour including personal abuse and verbal or written insults, whether in person, by email, or any other forms of communication including social media or via a third party;
- racism, including racial discrimination, slurs, or any behaviour that marginalises individuals or groups based on race or ethnicity;
- bullying or threatening language, harassment, including repeated unwanted behaviour, intimidation or coercion;
- alarm or distress caused by aggressive or inappropriate actions towards others;
- discrimination on the basis of gender, sexuality, religion, disability, age, or any other protected characteristic under the Equality Act 2010.

The Tenant shall act respectfully towards Council officers, and must not:

- use or post Council officer's names or job roles in any way on social media which could be regarded in any way as abusive, insulting, or defamatory;
- make false or malicious allegations on social media that Council officers are not carrying out their duties; and
- post photographs or images of Council officers on social media which could be regarded in any way as inappropriate, insulting, or harassment.

Such behaviour may be dealt with by immediate termination of your tenancy agreement.

13. COMPENSATION

The Tenant may be liable to pay compensation for any of the following reasons:

a) Should the Tenant fail to maintain their Plot as required by this Tenancy Agreement, the Council may be entitled to recover compensation for any works completed to repair the said Plot.
b) If on termination of the Tenancy Agreement, the Council has to undertake works to re-let the Plot, the Tenant may be required to pay compensation to the Council to cover costs of the works completed.

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The Tenant shall not be entitled to compensation for any of the improvements mentioned in Part 1 of Schedule 2 to the Small Holdings and Allotments Act 1908, nor for any of the improvements mentioned in Part 2 of that same Schedule unless the Council has given its previous written consent to such improvements.

Outgoing Tenants leaving plots in poor condition may be charged for remedial work required to put the Plots into a tenantable condition. The Council will issue an invoice for any required remedial work, and the outgoing Tenant must pay this within 21 working days of the invoice being issued.

14. NOTICES, CHANGE OF ADDRESS, AND COMMUNICATIONS

The Tenant must immediately inform the Council of any change of address by email to allotments@bolton.gov.uk

Notices to be served by the Council on the Tenant may be:

a) Affixed on the Plot
b) Sent to the Tenant's last known address by first class post, registered letter, recorded delivery, or hand delivery
c) Served on the Tenant personally
d) Sent by email to the Tenant's email address (where one has been provided in the Tenant's contact details section below)

The Tenant may send any notices or written correspondence relating to this Tenancy Agreement by email to allotments@bolton.gov.uk, or, where the Tenant does not have an email address, by writing to the following address:

FAO Allotments
Wellington House
Wellington Street
Bolton
BL3 5DX

Or any other address which the Council informs the Tenant of for this purpose.

Where an email address is provided for the Tenant as per the contact details section of this Tenancy Agreement, the Council will send communications via email to that email address.

15. INSPECTION BY THE COUNCIL

The Plot and the Allotment may be entered and inspected by the Council, and anyone authorised by it, at any time, and the Tenant must give whatever access may be required with or without notice.

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The Tenant must comply with all directions given by an officer of the Council with regards to the contents of this Tenancy Agreement.

The Council may, from time to time, carry out verification checks to confirm that the Tenant continues to reside at an address within the borough of Bolton. This may be done by asking the Tenant to provide proof of address or by the Council's own internal checks.

As above the Council reserves the right to terminate this Tenancy Agreement in line with clause 10 in the event that the Tenant moves outside the borough of Bolton.

16. CONSENT

When asked to give consent by the Tenant in relation to this Tenancy Agreement the Council may give such consent unconditionally, but may also give consent subject to reasonable conditions, and may refuse any such request for consent where the Council considers it reasonable to do so.

The Council will properly consider any request the Tenant makes for written consent and will set out any reasons in refusing consent or giving consent subject to certain conditions.

17. DATA PROTECTION

Contact details of tenants, including previous tenants, and any other relevant information in relation to their tenancy may be stored on the Council's secure system to be used for reasons in relation to the management of the Allotment only. This information will not be disclosed to third parties unless the Council is legally obligated to do so.

Where there is a society or association operating at the Allotment under a management agreement with the Council, the Council may share details of tenants, including previous tenants, and any other relevant information in relation to their tenancy, with the society or association in relation to their management or responsibilities of the Allotment in accordance with their management agreement only. Under their management agreement with the Council, the society or association are required to manage all personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and any subsequent amendments.

Any information will be retained in line with Bolton Council's retention schedule as per the Council's Privacy Notice in relation to allotments which can be found on the Council's website.

18. CCTV

The use of CCTV surveillance is strictly prohibited at all allotment sites. Any unauthorised use of CCTV surveillance will not be tolerated, and the Council reserves the right to request that the use of any CCTV surveillance cease immediately.

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If the Council's request to cease the use of CCTV surveillance is not complied with then the Council reserves the right to remove the equipment itself and to terminate this Tenancy Agreement with immediate effect.

19. COMPLAINTS

Any complaints, including harassment, are to be referred to the Council for investigation and review at allotments@bolton.gov.uk. The Council will make the final decision in respect of any complaints brought to its attention.

Where there is a society or association operating at the Allotment under a management agreement with the Council, any complaints should initially be referred to the society and the Council, the association will carry out an initial investigation and provide a recommendation to the Council based on their investigation. The recommendation to the Council is not binding on the Council and the Council will make the final decision in respect of any complaints.

Where necessary, the Council may take the decision to engage the assistance of professional mediators or arbitrators who are to be appointed by the Council and who may advise or mediate in such matters.

Where there is a society or association at the Allotment the Council will notify the society or association of the outcome of the complaint who will in turn notify you of the outcome. Where there is no society or association and you have referred the complaint directly to the Council, the Council will notify you of the outcome of the complaint.

The Council's Complaints Policy can be reviewed on the Council's website.

20. ENFORCEMENT PROCESS

The following process will be followed for any breaches of this Tenancy Agreement in accordance with the Allotments Guide:

<u>BOT1 (Stage 1) – Improvement Notice / Initial Warning – issued only by allotment societies or associations</u>

Where there is an allotment society or association operating at the Allotment, the society or association will deal with Stage 1 of the enforcement process. The society or association will provide a copy of the notice to the Council, and the Council will inspect the plot approximately 28 days later. If the issue at Stage 1 has not been resolved, the society or association will notify the Council, and the Council will commence Stage 2 of the enforcement process.

The society or association will notify the Tenant in writing that a breach has been identified. The notice letter will explain what the issue is and what actions are required by the Tenant to resolve it. The Tenant will be given 28 days to make the necessary improvements or resolve the issue.

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The Tenant's Plot will usually be inspected approximately 4 weeks after the notice letter is issued. If significant improvements have been made to resolve the issue, no further action will be taken. However, if the Plot becomes untidy again, or similar issues reoccur, the Council may move directly to Stage 2 without issuing warning letter.

Where there is no society or association operating at the Allotment, there is no Stage 1 / BOT1 intervention, and the Council will commence the enforcement process at Stage 2 / BOT2.

BOT2 (Stage 2) – Formal Notice to Improve

If the issue identified at Stage 1 has not been resolved by the end of the 28 days, or there is no society or association a formal Improvement Notice or formal written warning will be issued to the Tenant. This will outline the Council's concerns and give the Tenant the opportunity to resolve the issue within 28 days.

A further inspection of the Plot will take place after the 28 days. If the required standards have been met, then the matter will be closed. However, if the issues have not been resolved by the Tenant, the enforcement process will progress to Stage 3.

BOT3 (Stage 3) – Notice to Quit

If the breach of the Tenancy Agreement or condition of the Plot has still not been resolved following the deadline at Stage 2, the Council will issue a formal written notice to terminate this Tenancy Agreement in accordance with clause 10. This will involve the Council issuing the Tenant with a formal notice to quit, requiring the Tenant to vacate and clear their Plot.

The Tenant will be given 28 days to remove all personal belongings and materials from the Plot following the notice to quit being issued.

21. TENANT'S CONTACT DETAILS

The following contact details are required by the Council for its records and completion of this Tenancy Agreement.

The Tenant must provide the following details when signing this Tenancy Agreement:

Full Name:

Date of Birth:

Address:

Telephone number:

Email address:

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For joint tenants only:

Full Name:

Date of Birth:

Address:

Telephone number:

Email address:

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Signed as a deed by
[Jon Dyson, Director of Place]

……

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Signed as a deed by
[Tenant]

.....

In the presence of a witness:

.....
Witness Signature

.....
Witness Name

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.....

.....

Witness Address

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[Signed as a deed by
[Joint Tenant]

.....

In the presence of a witness:

.....
Witness Signature

.....
Witness Name

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Witness Address]

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