



MACCLESFIELD TOWN COUNCIL

ALLOTMENT GARDEN TENANCY AGREEMENT

This Agreement is made on XXXXXX

Parties

(1) Macclesfield Town Council
acting through the Town Clerk
(*"the Association"*)

and

(2) TENANT NAME
of TENANT ADDRESS
(*"the Tenant"*)

1. Interpretation

1.1 Words referring to one gender include all genders. Words in the singular include the plural and vice versa.

1.2 Where there is more than one Tenant, all obligations and liabilities are joint and several.

1.3 Headings are included for convenience only and do not affect interpretation.

2. The Allotment Garden

2.1 The Association lets to the Tenant **Plot XXXXX**, as shown on the Council/Association's allotment plan.

2.2 The plot measures approximately **XXXXXXX** and is referred to in this Agreement as “**the Allotment Garden.**”

3. Term and Rent

3.1 The tenancy is a **yearly tenancy** commencing on **XXXXXXX**

3.2 The annual rent is **£XXXX**, payable on **1 April** each year.

3.3 The Council will give at least **one years notice** of any rent increase, which will take effect from the following rent year.

3.4 Water supply is included in the rent for this site where applicable (on sites where a water supply is in place).

3.5 Where additional amenities are provided on the site, these may be taken into account when setting future rents.

4. Use and Cultivation of the Plot

4.1 The Allotment Garden must be used only as an allotment garden within the meaning of the Allotments Act 1922 — that is, mainly for growing fruit, vegetables, and flowers for the Tenant’s own use and enjoyment.

4.2 The Tenant must keep the plot:

- reasonably free from weeds and noxious plants;
- free from hazards such as broken glass or scrap metal; and
- in a good state of cultivation, fertility, and general condition.

4.3 No trade or business may be carried out from the plot.

4.4 At least:

- **25% of the plot** must be under cultivation within **3 months** of the start of the tenancy; and
- **75% of the plot** must be under cultivation within **12 months**, and thereafter maintained.

4.5 No more than **20% of the plot** may be hard landscaped (including patios and permanent internal paths).

5. Assignment and Sharing

5.1 The Tenant must not assign, underlet, or part with possession of the Allotment Garden.

5.2 Another person may assist with cultivation for short periods during illness or holidays, provided the Association's site representative is informed of their name.

5.3 A tenant may register one partner to assist on the plot.

6. Behaviour and Compliance

6.1 The Tenant must comply with all applicable legislation, regulations, byelaws, and codes of practice affecting the Allotment Site.

6.2 The Tenant must comply with:

- this Agreement;
- the Allotment Policy
- the relevant policies of the Town Council (copies available online or on request).

6.3 The Tenant must not cause nuisance, annoyance, or disturbance to other plot holders, neighbouring residents, or the public.

6.4 The plot must not be used for illegal or immoral purposes.

6.5 The Tenant must not enter another plot or remove produce without the express permission of the relevant plot holder, except in an emergency.

6.6 The Tenant is responsible for the behaviour of anyone accompanying them, including children.

7. Insurance and Liability

7.1 The Tenant must, for the duration of the tenancy, maintain **their own individual insurance**, including:

- a) **Public liability insurance is mandatory**, covering injury to third parties or damage to property arising from use of the Allotment Garden; and
- b) **Contents insurance is recommended**, covering sheds, tools, greenhouses, polytunnels, and personal belongings kept on the plot.

7.2 The Association and Macclesfield Town Council accept **no responsibility** for loss, theft, damage, injury, or accident occurring on the Allotment Garden.

7.3 The Tenant must provide evidence of insurance to the Council/Association if requested.

8. Termination of the Tenancy

9.1 The tenancy will end:

- a) Upon the death of the tenant
- b) If the Council's right to occupy the land ends under the Allotments Act 1922;
- c) On three months' written notice where the land is required for statutory purposes;
- d) On at least twelve months' written notice by the Association, expiring on or before 6 April or on or after 29 September;
- e) On 28 days' written notice;
 - If rent remains unpaid for 40 days or more;
 - If the Tenant breaches this Agreement;
 - If the plot is not cultivated in accordance with Association inspection requirements.

9. End of Tenancy

10.1 At the end of the tenancy, the Tenant must:

- return all Council property (including keys where applicable); and
- leave the plot clean, tidy, and in good condition.

10.2 If the Council has to carry out work to restore the plot, the reasonable costs may be recovered from the Tenant under section 4 of the Allotments Act 1950.

10. Change of Address

11.1 The Tenant must inform the Council/Association promptly of any change of address.

11. Notices

12.1 Notices will be distributed by email or post.

12.2 Notices to the Tenant will be sent via email or by post.

12.3 Notices are deemed served when they are sent.

Execution

Signed for and on behalf of the Association:

XXXXXX

Signature: _____

Date: _____

Signed by the Tenant:

XXXXX

Signature: _____

Date: _____

Schedule 1 – Conditions of Use

1. Trees

- Trees may not be cut, pruned, or planted without written consent, except for normal fruit tree pruning.
- Only dwarf fruit trees or fruiting bushes may be planted with consent.

2. Hedges, Paths, and Boundaries

- Hedges, paths, ditches, fences, gates, and sheds must be kept in good repair.
- Barbed or razor wire is not permitted.
- Public paths and haulage ways must be kept clear at all times.
- Paths must be at least **45 cm wide**.

3. Security

- Keys, codes, or access cards must not be copied or shared.
- Gates must be locked at all times when entering or leaving the site.

4. Inspection

- Authorised Association officers may inspect plots ad hoc. Inspections will also take place monthly between March and October

5. Water and Fires

- Sensible water use is permitted.

- Any water vessels such as water butts must be covered at all times.
- Fires are allowed only for allotment waste, at specified times, must be supervised, and must not cause nuisance.

6. Bonfires

Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders.

¹ Any matter which is not relevant/essential/pertinent to the use of an allotment.

Under the Environmental Protection Act 1990 it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'. Therefore the tenant must conform to the following requirements:

- No bonfires are permitted between 1 May and 30 September of each year.
- From 1 October to 30 April of each year, bonfires are permitted on Tuesdays and Saturdays after 12pm.
- Bonfires must be extinguished, if not burnt out, by dusk.
- Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift, etc.).
- Only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots or has been brought onto site.
- Do not set fire to massive piles of materials, but start with a medium stack and add further material in stages.
- Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
- In the event of a reasonable complaint from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately.

6. Dogs

- Dogs must be kept on a lead, remain on the Tenant's plot, and waste must be removed from site.

7. Livestock

- Livestock is subject to Council policy and legislation.
- Rabbits and hens (no cockerels) may be permitted with consent.
- Bees are subject to Council policy and approval.
- An application form for any livestock must be completed and submitted to the Council.

8. Buildings and Structures

- Written consent is required for sheds, greenhouses, polytunnels, ponds, or other structures. An application form for these can be obtained from the town council.
- Structures must be kept in good repair.
- The Council is not responsible for loss or damage.
- Structures must be secured at all times.

9. Waste

- No rubbish or refuse may be stored on the plot.
- Non-compostable waste must be removed from site.
- Carpets and underlay are not permitted.
- Tyres are not permitted.

10. Chemicals and Vermin

- Only approved products may be used.
- Care must be taken to protect others and wildlife.
- Vermin must be reported to the Council.

11. Notices and Signs

- Plot numbers must be clearly displayed.
- No notices or advertisements without consent.

12. Car Parking (if applicable)

- Vehicles must be parked only in designated areas and must not obstruct access routes.

13. Deliveries to site

- If a tenant wishes to have a delivery to site (for example, woodchip or compost), they must first receive permission from the town council.
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