

1. Conditions of Tenancy

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In this document, the expression:

“Allotment Acts” include the Small Holdings and Allotment Act 1908, Allotment Act 1922, Allotment Act 1925 and the Allotment Act 1950.

“Allotment Tenancy Agreement” means a contract between Weston-super-Mare Allotment Club and the tenant in relation to the letting of an allotment plot. A copy of the contract can be seen upon request. This document also contains the rules and provisions for the letting of an allotment plot.

“Authorised Officer” means any officer authorised by Weston-super-Mare Allotment Club / Weston-super-Mare Town Council to carry out allotment works in accordance with the Allotment Acts.

“The Council” means Weston-super-Mare Town Council and includes any committee of the council or any person appointed to manage allotments under the Allotments Acts.

“The Club” means Weston-super-Mare Allotment Club.

“Complaint’s Procedure” Any complaints should be taken to Weston-super-Mare Allotment Club by following the process available on the Weston-super-Mare Town Council Website.

“Non-Cultivation Notice” means that, in the opinion of the club, the definition of cultivation, as set out in this Agreement, has not been met.

“Allotment Rules” means this document setting out the rules and conditions that will govern the letting and use of an allotment alongside the Allotment Tenancy Agreement

- 1.1. Under the Small Holdings and Allotments Act 1908 – 1950, Weston-super-Mare Town Council has a duty to provide allotments. An allotment garden is defined as an allotment not exceeding forty poles in extent, which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by the tenant or his/her family.
- 1.2. The Council / Club may make such rules as appear necessary or proper for regulating the letting of allotments, including but not limited to, rent, eligibility, notices, size and conditions. Accordingly, this Allotment Tenancy Agreement has been set up to provide applicants with details of the processes and conditions for letting and maintaining an allotment.
- 1.3. The tenant of an allotment plot and their guest or visitor must comply with the Tenancy Agreement and Conditions of Tenancy at all times. Tenants violating these conditions on 3 separate occasions within 1 year will have their tenancy terminated.
- 1.4. If you are unhappy following an appeal on any decision, you are entitled to make a complaint to the Club following the complaints procedure published on the Council’s website.
- 1.5. If you are unsure of any aspects of these conditions, clarification should be obtained from an Authorised Committee member.

2. Plot Allocations

- 2.1. Applicants for a tenancy of an allotment plot must be resident within the boundary of Weston-super-Mare Town Parish.
- 2.2. Weston-super-Mare Allotment Club shall only allow one plot per household.
- 2.3. A tenant may not assign, underlet, or part with possession of the plot or any part.
- 2.4. A tenant may engage family or friends members to assist temporarily with their plot (for example, to cover holidays, short term absences), provided this is short-term only and the site manager is notified in advance.
- 2.5. A co-tenant cannot be guaranteed the tenancy of an allotment plot should the main tenant vacate the plot. The co-tenant will be placed back on the waiting list if necessary, with the date of their original allotment plot application retained.
- 2.6. A tenant vacating an allotment plot to enable them to transfer to another site will be given priority for a plot on their chosen site, and their commencement of tenancy will also be taken into account.

3. Cultivation

- 3.1. The tenant will use the allotment plot wholly or mainly for the production of vegetables or fruit crops for consumption by the tenant and his/her family and for no other purpose. Grass areas are permitted but may only form pathways, small seating or fruiting areas. Grass to be maintained to a height of less than 10cm throughout the growing season. The allotment plot may be used for leisure gardening purposes, such as growing flowers, creating and maintaining a biodiversity habitat.
- 3.2. The plot must be kept clean, tidy, and in a good state of cultivation and fertility, in good condition, and clearly and legibly displaying the plot number stated on the Allotment Tenancy Agreement; failure to do so may result in a non-conformity notice being sent, and continued failure may result in a tenancy termination. For the purpose of the Allotment Tenancy Agreement, cultivation is defined as the plot being dug over, ready for planting, with seasonal crop production evident of 65% of the plot. Strimming or the use of herbicides is not considered a substitute for cultivation.
- 3.3. In the event that other commitments temporarily limit the time that a tenant is able to allocate to their allotment plot e.g. Illness, family, work commitments they shall notify the club, in confidence, providing an estimated timeframe for the duration of such limitation, and supply periodic updates.
- 3.4. A new tenant shall be expected to progressively clear one-third of the plot within three months, with the entire plot being cultivated within one year from the commencement of the tenancy. Failure to cultivate your plot will result in you being served a Termination Letter or Non-Cultivation Notice. When a termination letter is issued, the tenant will have 14 days in which to clear their possessions from the plot and shed.
- 3.5. The tenant must leave a space of at least 25 cm (9 inches) wide between their allotment and adjacent allotments, measured from the centre of each boundary stone or peg. This ensures a grass path of at least 50 cm (18 inches) wide

exists between the allotments, and the tenant must maintain their half of this furrow.

- 3.6. The plot identification marker must not be moved or removed, and it is the tenant's responsibility to keep it visible.
- 3.7. The plot must be kept free from weeds as far as is reasonably practicable, and the spread of weeds onto neighbouring plots must be avoided by removal of seed heads before the seed has set. Invasive weeds or plants must be prevented from spreading to adjacent plots via their root systems
- 3.8. Carpet or carpet underlay must not be used as a weed suppressant; only proprietary material is permitted, such as
 - purpose-bought weed suppressant, which can be obtained at any garden centre or DIY store, providing the cut end has been sealed to prevent fraying and possible harm to wildlife.
 - Carboard
 - Bark chipping
 - Leaf mulch
- 3.9. It is strictly prohibited to grow plants which produce illegal substances or are otherwise prescribed. Plants that may cause anaphylactic shock will be clearly labelled.
- 3.10. Most vegetable waste on allotments can and should be composted. Compost heaps and manure dumps must be contained to avoid spillage. All compost heaps must be contained within the perimeter of the leased plot and be a minimum of 0.5 metres from the site boundaries.
- 3.11. All hedges and other plant material must be kept properly pruned and cutback, so as not to encroach or obstruct paths or cause shading of adjoining plots or protrude through allotment fencing. Hedges and trees should not be cut between March and August as this is the main breeding season for nesting birds, although some birds may nest outside this period. See Wildlife and Countryside Act 1981 ref disturbing bird nests.
- 3.12. Trees and fruit trees are to be maintained such that their height does not exceed 2.4 metres. Any new fruit trees must be on dwarfing rootstock.
- 3.13. Tenants must take all reasonable care when using sprays, fertilizers and chemicals to ensure hedges, trees, crops and grass paths of other tenants are not affected. Tenants will at all times comply with current legislation, regulations and manufacturers' guidance as to the use and storage of any chemical or fertilizer.
- 3.14. Sheds should not be larger than 2.4 metres x 1.8 metres. Any shed or greenhouse erected by the tenant on an allotment plot must be removed on termination of the tenancy, or if not removed, will be deemed to be donated to the next tenant on that plot. All privately owned structures and gardening items, including shed, greenhouses and poly tunnels, are placed at the owner's own risk
- 3.15. Tenants must not deposit or allow to be deposited on the allotment site any household or other rubbish or matter. Rubbish or unwanted materials accumulated on the allotment plot must be removed from the site after each

visit. You must not dump anything (including green waste) on vacant allotments or other parts of the allotment site or over the site boundaries. Excessive quantities of allotment litter, such as plastic pots, containers, sheeting or cans, should be removed from the site.

3.16. Examples of materials not allowed on allotments

- Rubber or foam-backed carpets and any lino-style products.
- Any non-crop-related chemicals or fuel.
- barbed wire, razor wire
- asbestos sheeting
- baths
- tyres or creosote materials
- Galvanised metal fencing/panelling

3.17. Plot holders who Fly-tip will have their tenancy terminated and may be prosecuted.

3.18. The use of your plot or any area of the allotment site as a storage area for any trade, business or home storage is prohibited.

4. Behaviour and welfare

- 4.1. Children are to be encouraged on allotment sites but those under 12 years old must be accompanied by an adult tenant. Children must be fully supervised in the interests of their own safety and that of others. Children must not trespass on any other allotment plot or cause any nuisance and must keep to the main footpaths.
- 4.2. Dogs are permitted but must always be kept on a short leash whilst on the allotment site, and all faeces must be bagged and removed from site.
- 4.3. In consideration of our neighbours and for your own safety access to Allotment Sites is limited to daylight hours, and no later than 9.30pm during the summer months. In addition the use of machinery, burning of fires, or any activity that may cause a nuisance to neighbouring residents is not permitted before 10:00 AM on Sundays, regardless of sunrise time.
- 4.4. The tenant may have open fires between 1st October and 30th April in any year. Consideration should be made for other plot holders and local residents. Tenants are encouraged to compost at all other times of the year. Only organic waste produced on the allotment sites is permitted to be burnt; no items can be brought from home to the site to be burnt.
- 4.5. No nuisance, annoyance or harassment may be caused to the occupier of any other plot or of any other property or land adjoining or near the allotment site. Harassment may be on the basis of race, gender, religion, age, disability or sexual orientation. Any unwelcome physical, verbal or non-verbal conduct is not acceptable.
- 4.6. Harassment, aggression, or abuse towards committee members, volunteers, staff, or fellow plot holders is strictly prohibited. Committee members are

unpaid volunteers and deserve respect. Continued misbehaviour will result in immediate eviction from your plot.

- 4.7. Plot holders are solely responsible for the safekeeping of any tools, equipment, or personal possessions left on their plot. The site owners, committee, or management shall not be liable for any loss, theft, or damage, howsoever caused.
- 4.8. Tenants committing theft of produce, plants, tools and equipment or other items from another tenant's plot (witnessed by two or more persons) will have their tenancy terminated with immediate effect and, if appropriate, evicted from the allotment site. Their allotment keys will be confiscated.
- 4.9. Plot holders are to ensure they follow the guidelines of the Health and Safety Statement. Copies are available on the Weston-super-Mare Town Council's website, on-site noticeboards and Facebook
- 4.10. Tenants are required to notify their site representative of the following: accidents and injuries sustained on-site, acts of vandalism, damage to their property (including cars), and theft of tools, equipment, or produce.
- 4.11. Incidents to be recorded in the online incident register.
- 4.12. After extreme weather that may damage structures, plot holders must check their plot and make sure it is safe for other plot holders.

5. Livestock and animal welfare

- 5.1. No livestock may be kept on the plot other than chickens, for personal use, provided that there is no danger to health, as animal welfare is a priority. Chicken coop space must be at least 2ft² or 0.2m² per chicken, and outside pen space must be at least 10ft² or 1.0m² per hen. Cockerels are not permitted due to noise nuisance. All livestock holders must register their hens with DEFRA and comply with any DEFRA directives.
- 5.2. Beekeeping is permitted subject to a licensing condition between the Weston-super-Mare Allotment Club committee and the tenant.
- 5.3. In the event of a foot and mouth disease outbreak, the Club / Council will control the provision of manure. All deliveries must be referred to the Club / Council.
- 5.4. The feeding of wild mammals or strays should be avoided.

6. Site usage

- 6.1. **Site Tracks**-The Club will provide all materials for the mending of potholes. Plot holders must NOT use any other materials other than those provided. The stone/ materials supplied is for the repair of the main tracks only and not to be used for any other purpose.
- 6.2. **Rhynes**- Do not throw anything into the rhynes surrounding the site. The rhynes were created to drain the land and are still needed for this purpose today. Also, animals and birds use the rhynes as a source of drinking water. Contamination should be avoided at all costs.

- 6.3. **Water Troughs-** Care should be taken to keep the water in the troughs clean and free from any contamination, and the area surrounding the troughs tidy. The troughs are the allotment's most valuable asset on the site, for the benefit of all plot holders and also a source of drinking water to a lot of wildlife in the area.
- 6.4. Do not wash boots, tools, fruit and vegetables, etc., in the water trough. Trough water is not suitable for direct human consumption.
- 6.5. Only clean watering cans and other containers should be put into the water, i.e. not containers which have been used for garden chemicals. Dilution of plant foods, insecticides, weedkillers or any other chemical product should be done on your plot only and not at the water trough and not on the dividing paths to prevent contamination of the water, paths and other people's plots. Ideally, use separate cans for this purpose; otherwise, watering cans, etc., used for such chemicals should be thoroughly rinsed on your plot before being used again to collect water from the trough.
- 6.6. Water cannot be drained from the troughs by any power-fed supply, e.g. electric pumps/batteries/generators, or gravity feed. No hosepipes are allowed on site.
- 6.7. **No notices or signs** may be placed in the allotment site other than allotment-related information .e.g. equipment / tools for sale or requests
- 6.8. **Parking** should be in designated areas only, not access tracks and no vehicles, trailers or any other equipment is to be left or stored on site unless the property of Weston Allotment Club.
- 6.9. **Gates** Tenants are required to re-lock access gates on entering and leaving the site. Gates not to be left open for late coming helpers or deliveries

7. Payment of Rent and Maintaining Contact Details

- 7.1. The allotment year is from 1 October to 30 September. The rent will be subject to annual review and payable in advance. The club will invoice annually, and where practicable, in September. Notification of any rental increase will be given at least six months in advance. Annual increases will also be published on the Weston-super-Mare Town Council Website.
- 7.2. Rent is payable within 28 days of the date of the invoice. Failure to pay rent within 28 days or more following receipt of the invoice will result in the termination of the tenancy.
- 7.3. If invoices are not received by 1st November, the plot holder is to contact the club and request a duplicate.
- 7.4. The tenant shall, within 14 days, inform the Club of any change of their address or other contact details.

8. Power to Inspect Allotments

- 8.1. Any Authorised Officer or nominated Site Representative is entitled at any time to enter upon and inspect any allotment site or plot.

9. Restriction on Admittance to Allotment Garden Site

- 9.1. The Authorised Officer has the right to refuse admittance to the allotment site to any person if that person, in the opinion of the Authorised Officer, acts or behaves, or is likely to act or behave, in a manner likely to cause a nuisance or annoyance to any tenant of an allotment site.

10. Non-Cultivation Notices

- 10.1. A formal plot inspection will take place in mid-March of each year, whereby two-thirds of the plot is expected to be cultivated, ready for planting out and further inspections bi-monthly thereafter.
- 10.2. Authorised Officers or nominated Site Representative will undertake periodic inspections of individual allotment plots. Where a plot is found to be unsatisfactory, a Non-Cultivation Notice will be issued.
- 10.3. The notice will describe the reason for the action and allow a period of four weeks to improve the allotment plot. An Authorised Officer will undertake a further inspection of the plot at the end of this four-week period, and a further assessment will be made. Should the condition of the plot fail to comply with the Non-Cultivation Notice, the tenancy will be terminated with immediate effect.
- 10.4. A confirmation letter will be sent to the tenant confirming the termination of the tenancy and the requirement to return the site key(s). A tenancy may also be terminated if two Non-Cultivation Notices are served.

11. Termination of Tenancy

- 11.1. Unless otherwise agreed in writing, the tenancy of an allotment plot shall be for a year and thereafter from year to year, during the lifetime of the tenant, subject to payment of the rent and compliance with the Allotment Tenancy Agreement. Failure to comply with any of the allotment rules can result in an immediate termination of tenancy without a prior non-cultivation letter being issued.
- 11.2. On the death of the tenant, the tenancy will not automatically be handed to any immediate family, unless the tenancy is in joint names.
- 11.3. A tenancy may be terminated by a tenant with immediate effect, whereupon the keys to the allotment site must be returned immediately to an Authorised Officer. There will be no refund of any rent paid for the period after termination. Key deposits will be refunded provided the plot is left in a suitable state to be re-let.
- 11.4. If, following an inspection by an Authorised Officer or nominated Site Representative, three months after the commencement of the tenancy, if the tenant has not observed the Allotment Tenancy Agreement and conditions and/or has not made reasonable progress in the cultivation of the plot tenancy can be terminated.
- 11.5. The Council may terminate the tenancy by giving not less than 12 months' written notice to quit expiring on or before 6 April or on or after 29 September in any year.

- 11.6. No refund will be issued unless the keys are returned to the club within 28 days from notice of termination.

12. Publication and Review of Allotment Tenancy Agreement

- 12.1. Copies of the Allotment Tenancy Agreement will be issued at the commencement of all new tenancy agreements. All other Club documentation is available on the Weston-super-Mare Town Council's website. Copies are also available to view on-site notice boards.
- 12.2. Tenants will be notified of addendums or alterations to allotment rules via annual invoices/ Facebook notifications/notice board notifications.

13. Privacy Notice

Weston-super-Mare Allotment Club

- 13.1. The Weston-super-Mare Allotment Club is the Data Controller. We will use the information you have provided to the Club to manage the allotment site and renew your annual Tenancy Agreement.
- 13.2. The legal basis for processing your data is the necessity to fulfil a contract and your consent.
- 13.3. We will retain your data for six years following the termination of your allotment plot. Your information will be shared with the Weston-super-Mare Town Council, the owner of the allotment site.
- 13.4. You have several rights under data protection law, including the right to request access to your information. You also have the right to file a complaint about our handling of your personal data with the Information Commissioner's Office at <https://ico.org.uk/>.
- 13.5. The information you provide will only be used for the stated purposes. For further information about how we process your data, please visit our website at www.wsm-tc.gov.uk.
- 13.6. If you have any questions regarding this privacy notice, please contact the Weston-super-Mare Allotment Club by **post** or email at the following address:
- *Club Contact Email Address:* wsmallotments@yahoo.com
 - *Club Contact postal Address:* Weston-super-Mare Allotment Club c/o 32 Waterloo St, Weston-super-Mare BS23 1LN

Tenancy Agreement revised	Tenancy Agreement effective	Conditions of Tenancy revised	Conditions of Tenancy effective
v1 Feb 2026	Feb 2026	v1 Feb 2026	Feb 2026
		V2 May 2026	May 2026