

Allotment Agreement

This agreement is made on 1 January 2024 between:

1. Salisbury City Council (hereinafter referred to as 'The Council')

And

2. The Tenant

Whereby it is agreed as follows:

The Council agrees to let and the Tenant agrees to take the Allotment Garden specified in the First Schedule below on a yearly tenancy from 1 January 2024 to 31 December 2024.

This is subject to the Tenant adhering to the terms and conditions specified and subject to the Tenant paying the agreed rent to Salisbury City Council within the terms of the invoice.

The Council shall pay all rates and taxes in respect of the Allotment Garden.

Allotment Fees for 2024 - (Price per Rod = £9.20)

Four Rod Plot = £36.80

Five Rod Plot = £46.00

Seven Rod Plot = £64.40

Ten Rod Plot = £92.00

There is no charge for an allotment taken after the 1st September 2024 until January 2025.

Invoicing

- Invoices are issued to tenants during January and February.
- Payment will be required within 30 days of the invoice date. Failure to make payment within these terms risks termination of the tenancy.
- All tenants are asked to provide their email address for receipt of their invoices to support the Council in its efforts to reduce paper and postage in support of our green credentials.

Tenant Terms and Conditions - Occupancy

TO KEEP YOUR SITE SECURE, PLEASE KEEP THE GATE LOCKED

1. The Tenant shall keep the entire Allotment Garden at all times clean; free from weeds and cultivated in a proper, garden-like manner.
2. The Tenant shall not sub-let; under-let; or assign; or part with possession of the Allotment Garden or any part thereof.
3. If the Tenant wishes to reduce the size of the plot, please notify Salisbury City Council in December 2024. Any alterations to plot size, which are approved by the Council, will occur at renewal on 1 January 2025.
4. Please be aware that some Allotment Sites in the City may flood during winter months.

5. The Tenant shall not erect on the Allotment Garden any building or structure exceeding six feet by four feet in floor area and six feet six inches to the eaves. Buildings or structures permitted under these restrictions are to be dark in colour and maintained in good condition by the Tenant to the satisfaction of the Council. Sheds must be made rat-proof i.e. holes should be blocked and regular checks should be made to ensure that rats are not living underneath sheds or taking up residence in your greenhouse.
6. The Tenant may bring a well behaved dog on a lead on their Allotment Garden. Please be aware that it is an offence not to clear up after your dog.
7. The Tenant may apply to keep livestock on their plot after a period of six months. Cockerels are not permitted.
8. The use of hosepipes and sprinklers is prohibited on all Allotment Sites.
9. The use of chemical herbicides, insecticides, pesticides or fungicides are not recommended on allotments.
10. The Tenant shall not deposit or use on the Allotment Garden any offensive matter. Including carpet, rubber tyres, chemical drums and large numbers of plastic containers.
11. Tenants are currently permitted to have bonfires on Wednesdays and Saturday mornings only. Bonfires are permitted for the burning of garden waste only. Anyone found to be burning any other materials will be reported to Wiltshire Council and is subject to having their tenancy revoked. Bonfires must be attended at all times with due care and regard – under no circumstances should a lit bonfire or a smouldering bonfire be left unattended.
12. Tenants shall not use their compost bin to dispose of household waste as this will attract rats. Compost bins should be raised off the ground and given a small gauge wire mesh lining at the base or placed on paving slabs to prevent rats from burrowing in underneath.

Compost should be turned regularly to ensure rodents do not use it for nesting.
13. The Tenant shall not pilfer, trespass upon or injure the crops on any other Allotment Garden.
14. The Tenant shall not cause, permit or suffer any nuisance or annoyance to the occupier of any other Allotment Garden and shall keep clean and tidy and in good order the hedges, paths and roads adjoining their Allotment Garden. Moreover, the Tenant shall not cause, permit or suffer any nuisance or annoyance to any properties neighbouring his Allotment Garden or neighbouring the allotment site.

Trees growing on allotment plots

Choosing trees for allotment plots:

Salisbury City Council encourage people to use their allotments to gain as much varied produce as possible therefore, support the planting of fruit trees. Tenants should avoid planting trees which do not produce edible fruits, especially fast-growing tree species such as Leylandii.

Planting trees:

Tenants must only plant trees within the boundary of the plot, ideally near the centre avoiding the edges. Branches should not extend over paths, tracks, or neighbouring plots.

Fruit trees:

All fruit trees planted on allotments should be of the dwarf variety. Tenants must keep their trees pruned to a manageable height so fruit can be handpicked from the highest branches whilst standing on the ground. It is down to the tenant to keep their trees maintained to the correct height and to determine when the trees need pruning.

Overgrown trees:

If trees on allotment plots exceed the regulated size tenants will receive a notice asking them to prune their trees to the correct height. The correct time to carryout pruning is autumn – winter. Therefore, tenants should conduct the work over this period.

Received the letter in March – the tenant should conduct the work from Oct – Feb. 8 months' notice.

Received the letter in September – the tenant should conduct the work from Oct – Feb. 1 months' notice.

Terminating contract:

The tenant must prune their tree or trees within the timeframe issued on the notice. Once the tenant has received the notice, they will have up to the maximum of one year to complete the work. If the tenant has not completed the work by the stated time, the Council may issue an eviction notice.

Help and support:

If a tenant has received a notice to prune their tree but cannot conduct the work due to illness, mobility, or a personal problem, they should contact the Council or the site Warden who will offer advice.

Notice to quit:

When the tenant issues a notice to quit, they must prune the trees on their plot to the correct height before the end of their term.

Large trees growing from allotment plots:

Tenants must maintain their trees to the correct height detailed in this policy. If the tree or trees exceed the maximum height, tenants will be issued a notice asking them to prune their tree. The tenant may have inherited a tree from the previous plot holder which is taller than the maximum height specified in this policy and may not be in the position to be able to conduct the work. In this instance, the tenant must contact the Council. The Council will assess each situation on a case-by-case basis. The Council may assist or make allowances for cases raised by the tenant to the Council before 2025.

Conservation Zones:

To prune larger trees, it may be necessary to apply to Wiltshire Council for authorisation if the site sits within a conservation zone. The tenant can contact Salisbury City Council for advice on this matter.

Tree health:

The tenant should maintain their trees in a responsible manner and follow/use industry recommended pruning techniques

Tenant Terms and Conditions – Vacating the Allotment

1. At the end of the tenancy, the Tenant must vacate the plot by the tenancy end date, that being 31 December of that year, unless the Tenant intends to renew their Tenancy Agreement for the following year.
 2. Upon vacating the Allotment Garden, the Tenant is responsible for clearing the plot and any buildings or structures therefrom. The cost of any work carried out by the Council due to the Tenant's failure in this respect will be charged to the out-going Tenant.
 3. If a Tenant moves out of the Parish, they must notify Salisbury City Council and will be permitted to keep their plot for one year before handing it back.
 4. A Tenant is permitted to vacate their allotment by writing or emailing the Allotments Officer (dcox@salisburycitycouncil.gov.uk) to notify them of the date of vacation. At least one month's notice must be given to terminate the tenancy. No refund of the Allotment fee will be given.
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1. This Agreement may also be terminated by the Council by re-entry after one month's notice:
 - a. If the rent is in arrears for not less than 30 days; or
 - b. If the Tenant is not duly observing any of the terms or conditions of his tenancy.

Unless the terms of this schedule indicate or state otherwise, this Agreement shall be subject to the provisions of the Allotment Acts 1908 to 1950.

Signed for and on behalf of Salisbury City Council:
Mostyn Coombes
Parks Manager