



Date:.....

ALLOTMENT AGREEMENT
IN RESPECT OF AN OF AN ALLOTMENT GARDEN

between
LIVERPOOL CITY COUNCIL
AND

NAME.....

ADDRESS.....

.....

D.O.B

TELEPHONE NUMBER.....

Email Address.....

KNOWN AS PLOT No.....

AT ALLERTON ALLOTMENTS IN THE CITY OF LIVERPOOL

This Agreement made the.....day of20.....

BETWEEN THE LIVERPOOL CITY COUNCIL (hereinafter called “the Council”) acting by its City Solicitor of the one part and (hereinafter called “the Allotment Holder) of the other part.

1. The Council agrees to let and the Allotment Holder agrees to take ALL THAT piece of land (hereinafter called “the Plot”) at the.....Allotment Area shown on the plan of the said Allotment Area and thereon numbered at the rent and subject to the conditions hereinafter mentioned (hereinafter called the Agreement).
2. The Agreement shall commence on the.....day of.....20..... and continue until the 31st December next following at the yearly rent as from time to time is set by the Council (such rent or a proportionate part thereof from any part of a year be paid on the signing of this Agreement). The Agreement shall thereafter continue from year to year at the said yearly rent which shall be payable in advance on the 1st day of January in every year until determined as hereinafter mentioned.
3. THE ALLOTMENT HOLDER HEREBY AGREES with the Council as follows:
 - a) to behave in a respectful and non - discriminatory way towards all other Allotment Holders in accordance with the values of Liverpool City Council;

- b) to pay the rent hereby reserved in advance and without deduction on the 1st day of January in each year to the Committee-in-Charge approved under Clause 4 hereof acting as agents for the Council;
- c) to become a member of the Society referred to in Clause 4 hereof and to pay any membership and charges payable to the Society as and when they become due;
- d) to use the Plot as an allotment garden and for no other purpose whatsoever;
- e) to keep the Plot clean from weeds pests and disease and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon (or in the case of any pathway or cart track abutting on the Plot and any other Plot the half width thereof) free from obstruction and reasonably free from weeds;
- f) to repair and maintain in tenable condition any building structure fence rail or gate erected or at any time hereinafter to be erected on the Plot;
- g) not without the written consent of the Council or Committee-in-Charge to erect a building structure fence rail or gate on the Plot. The Council shall have the right to remove any building structure fence rail or gate erected without such consent and to reinstate the Plot at the expense of the Allotment Holder if after reasonable notice the Allotment Holder fails to remove the same;
- h) not to use barbed wire for a fence adjoining any path set out by the Council for the use of the Allotment Holder for the allotment gardens;
- i) not to plant any fruit tree or bush on the Plot other than as may be approved by the Council or Committee-in-Charge and if so required by the Council or Committee-in-Charge to remove any fruit tree or bush which may be a nuisance or detrimental to the allotments;
- j) not without the consent of the Council and Committee-in-Charge to cut or prune specified trees on the Plot or to take sell or carry away from the Plot any mineral gravel sand or clay;
- k) to keep covered any manure or compost heap on the Plot;
- l) to keep every hedge that forms part of the Plot properly cut and trimmed to a height not exceeding 1.2 metres and to keep all streams water courses and ditches properly cleansed;
- m) not to erect walls of turf or earth on the Plot;
- n) not to keep on the Plot any animals livestock or birds except hens to the extent permitted by Section 12 of the Allotments Act 1950 ,subject to the attached guidance notes.
- o) not without the consent of the Council and the Committee-in-Charge to keep on the Plot any bees and if agreed to be a member of a bona fide beekeeping society;
- p) not to bring or cause to be brought into the Allotment Area any dog unless the dog is under control;
- q) to secure and lock entrance gates to the Allotment Area immediately after use;
- r) not to assign sublet or otherwise part with the possession of the Plot or any part thereof;
- s) not to carry on or permit to be carried on any trade or business on the Plot;
- t) not to do or allow to be done anything which in the opinion of the Council or Committee-in-Charge shall be a nuisance or annoyance to any other tenant Allotment Holder or to the occupiers of neighbouring dwelling houses;
- u) to permit at all reasonable times any member officer servant or authorised agent of the Council to enter on the Plot for the purpose of inspecting the same or for carrying out work thereon on behalf of the Council;
- v) not to encroach or trespass on the plot of any Allotment Holder nor to damage any property of the Council or the property or crops of any other Allotment Holder and any such damage committed by the Allotment Holder shall be assessed by the Council and the Allotment Holder shall pay the sum so assessed to the Council or to such other Allotment Holder as the Council shall determine;
- w) not to park any vehicle on any part of the Allotment Area except such parts as may be designated by the Committee-in-Charge or the Council or agents for this purpose;
- x) to observe and perform any other special conditions which the Council or Committee-in-Charge shall from time to time consider necessary for the good

management of the Allotment and of which reasonable notice shall have been given to the Allotment Holder;

- y) the Allotment Holder shall notify the appropriate officer of the Council and Committee-in-Charge of any change of the Allotment Holder's address within 28 days after such change;
- z) upon the ending of the Agreement to remove from the Plot all the Allotment Holder's personal property including crops plants trees bushes buildings and structures within 14 days of the end of the Agreement. If the Allotment Holder shall fail to comply with the terms hereof the Committee-in-Charge shall become the owner of all such property and shall have the right to dispose of it as the Committee-in-Charge shall determine.

4. The Allotment Holder shall observe and perform all directions and instructions of the Committee-in-Charge appointed for the Allotment Area. The Committee-in-Charge shall mean those persons duly elected by the members of Society at the Annual General Meeting and approved by the Council under an Agreement for the purpose of managing and administering the Allotment Area on behalf of the Council with power to ensure that the terms of this Agreement with any special conditions herein before mentioned are observed and performed by the Allotment Holder. If the Allotment Holder fails to comply with any such directions and instructions, the Committee-in-Charge shall issue to the Allotment Holder a series of warning notices.

These will take the form of:

- a) First Notice of Breach of Agreement;
- b) Second Notice of Breach of the Agreement;
- c) Recommendation to request Notice to Quit.

If the Allotment Holder shall be aggrieved by any direction or instruction of the Committee-in-Charge the Allotment Holder may appeal to the Committee-in-Charge within 14 days of the date on the warning notice.

Repeated breach of any clause in the Allotment Agreement, within a twelve month period of the date of the warning notice, automatically evokes the next stage of the warning procedure referred to above.

If the Committee-in-Charge upholds its previous notices it shall request the Council to issue a Notice to Quit to the Allotment Holder confirming eviction from the Plot and requesting removal of the Allotment Holder's belongings within 14 days of the letter.

- 5. The Council agrees that the Allotment Holder paying the said rent and observing the conditions herein contained shall quietly hold and enjoy the Plot without any interruption by the Council.
- 6. The Council shall not be liable for any loss or damage to any growing crops or other property of the Allotment Holder whether caused by trespass theft or any other cause except loss or damage caused by an act or omission of the Council its servants or agents.
- 7. Any dispute arising between the Allotment Holder and any other Allotment Holder shall be referred for decision to the Committee-in-Charge as defined in clause 4 hereof. If no Committee-in-Charge shall have been appointed for the Allotment Area, the Council and its Officers in accordance with the Complaints Procedure will resolve the matter and the Council decision shall be final.
- 8. In the event of the death of the Allotment Holder the Agreement shall end immediately.
- 9. The Agreement may also be ended in any of the following ways:
 - (1) by the Allotment Holder giving to the Council not less than 6 months notice in writing;
 - (2) by the Council by not less than 12 months notice in writing, expiring on or before the 6th day of April or on or after the 29th day of September in any year;
 - (3) by re-entry by the Council at any time after giving 3 months previous notice in writing to the Allotment Holder on account of the Plot being required :
 - i. for any purpose (not being the use of the same for agriculture)for which it has been appropriated under any statutory provision: or
 - ii. for building or any other industrial purpose or for road or sewer necessary in connection with any of those purposes.
 - (4) by re-entry by the Council at any time after giving 1 months previous notice in writing to the Allotment Holder and without compensation if:
 - i. the rent to any part thereof is in arrears for not less than 40 days whether legally demanded or not; or

- ii. it appears to the Council that there has been breach of the conditions and agreements on behalf of the Allotment Holder herein contained; or
 - iii. the Allotment Holder becomes bankrupt or compounds with their creditors.
10. Any notices required to be given by the Council to the Allotment Holder may be signed on behalf of the Council by the City Solicitor of the Council for the time being and shall be sufficiently served by leaving it at the Allotment Holder's last known address or if sent in a pre-paid letter to the Allotment Holder at the address stated in this Agreement or (if the Allotment Holder has given notice of any change of address) at the address at which the Allotment Holder shall last have given notice or fixed on the Plot or in some conspicuous place in the Allotment Area. Any notice required to be given by the Allotment Holder to the Council shall be sufficiently given if signed by the Allotment Holder and sent in a pre-paid letter addressed to:

Liverpool City Council
 Parks and Greenspaces Development Officer Outdoor Recreation
 Croxteth Hall
 Liverpool
 L12 0BH.

AS WITNESS the hand of the parties of the day and year first before written

SIGNED on behalf of the Council

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SIGNED by the said Allotment Holder

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ALLOTMENTS GUIDANCE FOR HENS AND RABBITS ON SITES

The City Council and many Allotment gardeners are aware that it is lawful for Hens and/or Rabbits to be kept on Allotment Plots.

The introduction of Hens and/or Rabbits on to Allotments sites which are either in residential areas, or surrounded by residential property has given rise to problems, not least the following:

- the wanton killing of hens and rabbits by vandals, presumably for fun and increased vandalism to sites;
- vermin infestation, due to poor husbandry in respect of livestock on the allotment site;
- nuisance from noise and from smells.

The Allotments legislation (specifically, section 12 Allotments Act 1950) provides that whilst it might be lawful to keep Hens and /or Rabbits on an Allotment site, such creatures shall not be kept in such a place or such a manner as to be:

- prejudicial to health (whether the health of the creatures, or humans);
- or
- a nuisance.

With this in mind and wishing to maintain the good relations it enjoys with its Allotments Tenants and neighbours, the City Council would ask that, if any Allotment Holder wishes to keep Rabbits and/or Hens on an Allotment site, then the keeping of such creatures shall be carried out on those sites which are furthest removed from residential property. The maximum numbers allowed shall be 12 on a full plot and 6 on for a half plots. Committees-in-Charge will, at their discretion, also contact the RSPCA should they consider livestock is not being cared for and/or kept in a humane way.

NOTE that the keeping of Cockerels are banned from **ALL** Allotment sites Under the Control of Pollution Act 1974