
Quick Briefing – Allotments Tenancy Agreement

1.0 Background

1.1 This briefing note continues the progress report previously circulated in July 2021 which set out changes to its working practices that the council may implement as part of its commitment to demonstrating leadership in its response to the challenge of climate change.

1.2 Policy 2 committed the council to using its best endeavours to influence other parish stakeholders. One of the proposals was to review the tenancy agreement of people who rent allotment plots and enable them to sell surplus produce at local markets, so reducing food miles and encouraging local food production. This briefing note sets out how that might be achieved.

2.0 Current situation

2.1 All new tenants at the allotments receive a printed tenancy agreement. Existing tenants renew their agreement each year when they pay the annual rent in January: for these people, no separate agreement is issued but they are deemed to have accepted any changes in the head terms.

2.2 The Allotments Act of 1922 forbids any trade or business being conducted anywhere on the allotment plots. An exception to this rule is seen on some sites that have their own allotment shop, which sells gardening sundries and raises money for the site allotment association. There are examples of other councils regarding this as a fund-raising venture rather than a business.

In 1998 a government select committee looking at the future of allotments did recommend that decisions about trading on allotment sites should be made on a site-to-site basis while taking care to maintain the character of the site but as yet none of their recommendations have been made law.

3.0 The proposal

3.1 The Clerk's Office has been in touch with the National Allotments Society who have offered this workaround:

I would recommend including the wording 'genuine seasonal surplus may be sold providing the funds go back into the allotment'. The first part is key as this is what is required for both Trading Standards and the allotment legislation. This prevents people from growing huge numbers of one or two particular crops just for selling as this would not be considered 'genuine seasonal surplus'.

3.2 The suggestion is that the current clause in the tenancy agreement that reads:
The tenant may only produce vegetables, fruit or flowers for their personal consumption

3.3 Allotments holders have been asked to comment on the proposed changes. Feedback from some was that they should be allowed to decide for themselves how any funds might be spent. These might not necessarily be for the direct benefit of the allotments but would support charitable aims. The proposal is therefore that the clause read:

Genuine seasonal surplus may be sold providing the funds go back into allotment projects.

4.0 Recommendation

4.1 That the change of tenancy agreement is approved with effect from January 2022.