



TENANCY AGREEMENT (2026)

THE ASSOCIATION STRONGLY URGES TENANTS TO READ THE FOLLOWING TERMS AND CONDITIONS, AS NON-COMPLIANCE CAN LEAD TO TERMINATION OF THE TENANCY AGREEMENT AND THE LOSS OF THE TENANT'S ALLOTMENT AND ITS CONTENTS

CONSTITUTIONAL OBJECTS

1. To benefit, without exclusion, the residents of Southbank, Bishopthorpe and the surrounding area of York without distinction of gender, sexual orientation, race or of political, religious or other opinions by providing allotment facilities in the interests of social welfare for recreational leisure time occupation with the objective of improving their conditions of life.
2. To promote for the benefit of the public the conservation protection and improvement of the physical and natural environment in particular through the conservation of natural resources, the improvement of wildlife diversity and providing opportunities for learning about sustainable horticulture.

TENANCY AGREEMENT: PLEASE NOTE

The majority of the rules are to keep us all safe and minimise cost.

When you pay the annual rent for your plot you will be agreeing that:

1. **You accept and will comply with all the terms of the Tenancy Agreement, WHICH FORMS THE RULE BOOK FOR BUSTARDTHORPE ALLOTMENT SITE. NON-COMPLIANCE CAN LEAD TO TERMINATION OF THE TENANCY AGREEMENT AT ANY POINT IN THE YEAR, AND THE LOSS OF YOUR PLOT AND ITS CONTENTS.**
2. **You will use the plot for growing vegetables, fruit/fruit trees and flowers.**
3. **You are responsible for the maintenance of the plot, its boundaries and any structures on the plot.**

1. General Terms

- 1.1 BACCIO has offered you a tenancy of a plot for the calendar year of 2026.
- 1.2 Your tenancy commences on 1 January (or the date when you take up the Tenancy if later in the year) and ends on 31 December.
- 1.3 The Tenancy does not automatically roll over into the following year. It is renewed only when BACCIO offers to renew your tenancy by sending you a rent invoice for the following year and you pay the required rent.
- 1.4 New ploholders will be offered half a plot.
- 1.5 Goods from the allotment shop shall be paid for upon receipt preferably by card, or by cash or cheque made payable to 'Bustardthorpe Allotment Association CIO' or 'BAACIO'. Only cheques written in black ink can be accepted.
- 1.6 New ploholders must purchase a key for the front and side gate entrances from the allotment shop.

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- 1.7 Plottolders may apply for another plot but must show that they are able to cultivate their original plot, without concerns from the Trustees for a full tenancy year. This is subject to availability of suitable plots.
- 1.8 Only the plotholder/s and close family members are allowed to cultivate and work on the plot.
- 1.9 Associate Members can work on a specific plot only once permission has been granted by the Trustees. This permission must be sought by the registered plotholder.
- 1.10 Trustees may enter any plot for any purpose without permission.

2. Plot Rental

- 2.1 Rent is paid for the year 1 January to 31 December. Rent invoices and offer to renew the Tenancy is sent out mid-November, with payment due by 05 December.
- 2.2 Rent may be paid by BACS (this is the preferred method of payment and is detailed in the rent invoice) or cash/cheque in an envelope marked with your name and the plot number and handed in or posted at the allotment shop. Only cheques written in black ink can be accepted.
- 2.3 Concessionary rents can only be applied for on production of proof of receipt of state pension. Applications for concessions are only granted at the time that rent is paid and it is up to the plotholder to provide evidence before paying the rent at which point the rent invoice will be re-issued with the amended rent amount. Refunds will not be provided part way through the year.
- 2.4 A new Tenant of a plot shall pay rent on the following scale:
 - Tenancy starts between 1 January up to and including 30 June - the full annual rent.
 - Tenancy starts between 1 July up to and including 30 September - 50% of the annual rent.
 - Tenancy starting after 1 October no rent will be charged for the remainder of that year.

3. Site and Plot Security and Safety

General

- 3.1 The plotholder shall display their plot number.
- 3.2 The plotholder must ensure that the side gate onto the racecourse is always locked and when leaving via the front gates onto Bishopthorpe Road ensure they are closed and locked whenever there are no cars in the car-park, whatever the time of day.
- 3.3 When driving on site, speed must be kept to a maximum of 5mph. The whole site is a pedestrian priority area.
- 3.4 The use of any type of firearm anywhere on site is prohibited.
- 3.5 Dogs must be kept on a lead at all times when in the car park or trackways and inside your plot if it has a shared accessway. Dog fouling must be picked up and removed from the site



General Health & Safety requirements on plots

You must keep the perimeter fence and gate well maintained.

- 3.6 Structures must be well maintained.
- 3.7 Barbed wire must not be used for any fence bordering or access paths used by other tenants.
- 3.8 Trampolines, swings, climbing frames and similar equipment are not permitted on plots.
- 3.9 Paths and access to other plots must not be obstructed. Where there is a shared access, gate keys or combinations to locks must be given to the other plotholder.
- 3.10 **Fly-tipping of rubbish (compostable and non-compostable) on any part of the site including directly outside plots or outside the shop is absolutely forbidden. Plotholders are responsible for the removal of all rubbish from the Bustardthorpe Allotment site.**
- 3.11 Poisonous, harmful or noxious contaminants must not be kept on the plot.
- 3.12 Petrol or other inflammable substance must be stored in an appropriate container and kept securely.
- 3.13 Materials, eg. timber, paving slabs etc must not be stored in amounts beyond that reasonably needed for general maintenance or projects on the plot during the year.
- 3.14 Plotholders must take all reasonable steps to minimise the presence of pests such as rats and rabbits on their plots by maintaining the integrity of boundaries, turning over compost heaps and keeping the plot tidy, free of rubbish and weed free.
- 3.15 Plotholders are responsible for the safety of their personal property, tools, plants, structures, livestock etc., their own personal safety, and the safety of visitors, associate members, dogs and children on the plot.

Plotholder's visitors

- 3.16 Plotholders are responsible for the behaviour and safety of visitors, children, vulnerable adults and dogs anywhere on the site, on the plot and particularly on the tracks, in the Nature Reserve and communal areas.
- 3.17 Visitors must abide by the rules of the site as detailed in this Tenancy Agreement.
- 3.18 Plotholders and their visitors must not cause wilful damage, anywhere on site.
- 3.19 The plotholder and their visitors must not cause a nuisance or annoyance to other plotholders or visitors on site, and must not use abusive language, gestures, or aggressive behaviours.
- 3.20 The plotholder must ensure that their guests have left site before leaving themselves.

4. Plotholder Management and Cultivation of the Plot

Cultivation

- 4.1 The plot **must be regularly maintained**, kept free of seeding weeds and in a good state of fertility.
 - **Please contact the Trustees if you are either planning on being on holiday, are unable to garden your plot due to ill health or due to other special circumstances, for one month or more during the growing season (April to October).**
 - **If you cannot maintain your plot in this manner, please contact the Trustees to see if some help is available to you.**
- 4.2 The plot must not be left uncultivated for longer than 1 month during the growing season.
- 4.3 The whole plot must be kept tidy and safe from trip hazards throughout the year.

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- 4.4 Throughout the growing season, the whole plot must be cultivated or worked on, meaning it is cultivated, prepared for growing or actively managed to reduce weeds and improve fertility.
- 4.5 Perennial plants must be kept under control by regular pruning or mowing.
- 4.6 Weeds must be removed before they go to seed and either composted or taken away from the allotment site.
- 4.7 Grassed areas, whether paths or small lawns must be kept mown or strimmed throughout the growing season and not allowed to run to seed.
- 4.8 Hedges and perimeter fences shall be kept to a maximum of 5ft high (1.5m) and should not shade or obstruct other plots.
- 4.9 Permanent structures such as sheds, greenhouses and polytunnels can be erected only with permission of the trustees, please (see 5.2). You do not need permission for water butts, compost heaps or bins and small areas for relaxation or for children's play.
- 4.10 If you are thinking of digging a pond, you must contact the Trustees to seek permission.
- 4.11 You must not grow trees other than fruit trees. Invasive or forest species such as Oak, Chestnuts, Leylandii, Bamboo, Elm, Willow, Buddleia must not be grown.
- 4.12 Carpets and tyres are banned on site.

Water

- 4.13 The most environmentally sustainable way to keep the plot watered is to harvest rainwater off all roof surfaces on the plot.
- 4.14 The plotholder shall only use the mains water from the trackside taps for filling water butts (to a maximum of 200 litres per butt) and watering cans. IBC tanks can only be used to harvest rainwater.
- 4.15 Track-side taps must not be left unattended when running water into the track-side bins, even when taking filled watering cans back to your plot.
- 4.16 Trackside water bins must only be filled just high enough to dip watering cans and should be left with the minimum amount of water in and the lid or cover replaced.
- 4.17 A hosepipe or sprinkler system connected to the trackside mains water tap must not be used to water the plot or fill ponds. Hoses may be attached to butts on the plot.
- 4.18 Hosepipe bans may be imposed by Yorkshire Water, or by the Trustees in extreme weather conditions. Such bans will affect use of trackside taps.

Fires (including burning/bonfires/incinerators/barbeques, collectively called "Fires")

- 4.19 Fires are permitted on the plot but must be contained in a suitable metal container.
- 4.20 The waste/items burned should be dry, and the container heated sufficiently to minimise smoke.
- 4.21 Smoke must not drift across Bishopthorpe Road, as this causes a hazard to road users and is a nuisance to our neighbours at Grange Farm.
- 4.22 Smoke must not be an annoyance to neighbouring plotholders.
- 4.23 When burning, buckets or watering cans of water must be readied in advance and kept close to hand to douse the fire if it gets out of control. Do not rely on filling from a water butt/IBC or nearby tap if the fire gets out of control as it would take too long to get a useful volume quickly to bring the fire back under control.
- 4.24 You must not bring rubbish from home to burn on the plot.
- 4.25 Plastic, synthetic and painted materials must not be burnt as these cause noxious fumes.



- 4.26 Do not burn green or damp weeds, strimmings and compostable materials as it is often difficult to get the fire to a sufficient temperature to burn them effectively without causing a lot of smoke. These should be either composted or removed from site for disposal at home or a local recycling centre.
- 4.27 Fires must not be left unattended and must be fully doused with water before being left.
- 4.28 If having a barbeque, you must consider the comfort of other ploholders, both for smoke and noise.
- 4.29 When adverse conditions prevail, the Trustees may impose a ban on fires.

5. Ploholders must seek the Trustees' permission to:

- 5.1 Remove sections of the internal dividing fence with other plots.
- 5.2 Erect a shed, greenhouse, polytunnel or install a pond as its location and size could impact on their neighbour's enjoyment of their plot and overall site safety. Concrete structures will not be permitted.
- 5.3 Keep poultry (see 6.8, 6.9 and 6.10).
- 5.4 Have other than a close family member regularly help with the cultivation of their plot. If permission is granted by the Trustees, the ploholder must apply for that person must apply to become an Associate Member.

6. General Ploholder Responsibilities:

- 6.1 Must not use the plot as a residence or campsite.
- 6.2 Must not sublet any part of the plot or pass the tenancy to another person. Only the Letting Officer can allocate plots in line with the Waiting List Policy.
- 6.3 Ploholders must not enter another ploholder's plot without permission of that ploholder.
- 6.4 Ploholders must not remove any item from another tenant's plot, or a vacant plot, without the written permission of that tenant or the Trustees. The tenant's permission should be emailed to bustardthorpeallotments@gmail.com.
- 6.5 Must advise the Trustees of any change of circumstances that affects their ability to cultivate their plot. Please contact the Trustees if the plot is too large for you.
- 6.6 Must ensure that they read all emails sent to them by the Trustees.
- 6.7 Must advise the Trustees of any change of contact details.

Livestock on Plots

- 6.8 Poultry may be kept only with written permission of the Trustees.
- 6.9 A ploholder must have gardened the plot to the satisfaction of the trustees for at least 12 months before requesting permission to keep poultry.
- 6.10 Ploholder keeping poultry must comply with all government guidelines including registering their flock with DEFRA.
- 6.12 The keeping of any other creatures on plots, including bees, pigeons and rabbits is prohibited.



7. Termination of Tenancy by the Trustees

Plotholders are reminded that the following processes can be avoided if they communicate with the Lettings Officer or Trustees when they know that they are going to be unable to work their plot for a specific period due to illness, holiday etc.

7.1 The Tenancy may be terminated either on 7- or 21-days' notice:

7-day Notice of Termination

The 7-day Termination Procedure set out at 7.2 applies where:

- The rent has not been paid by 5th December of the previous year.
- The plotholder receives a second warning letter within the current tenancy year.
- The plotholder trespasses on another plot (ie being there without permission of the plotholder or the Trustees).
- Abuse (verbal or otherwise), or other antisocial behaviour deemed by the trustees to be to the detriment of the mental or physical well-being of other plotholders, volunteers, contractors or trustees.

Where a 7-day notice is served, there is no right of appeal.

21-day Notice of Termination

The 21-day Termination Procedure will be instigated if the plotholder is in breach of the Tenancy Agreement.

7.2 The Termination Procedure: Termination by Trustees:

7-day - Non-payment of rent

- An email or written letter will be sent to the plotholder by 8th December, giving seven days' notice to pay rent or vacate the plot.
- If no response is received, the tenancy automatically terminates on 31st December, and the plot will immediately return to the vacant plot list.
- If a plotholder pays rent within the 7 days' notice period, an administration charge of £20 will be added to the rent to cover the increased costs to the Association.
- At the end of the 7-day termination period any property and structures left on the plot becomes the property of BAACIO, unless alternative prior arrangements are agreed with the Trustees. The Trustees are not responsible for the safety or condition of any property left on the plot pending removal once the tenancy has terminated.

7-day – Serious breach of Tenancy Agreement (as listed in 7.1)

- An email or written letter will be sent to the plotholder giving seven days' notice to vacate the plot.
- If no response is received, the tenancy automatically terminates at the end of the set 7-day period, and the plot will immediately return to the vacant plot list.
- At the end of the 7-day termination period any property and structures left on the plot becomes the property of BAACIO, unless alternative prior arrangements are agreed with the Trustees. The Trustees are not responsible for the safety or condition of any property left on the plot pending removal once the tenancy has terminated.

Breach of Tenancy Agreement

- When the Trustees become aware of a breach of tenancy conditions informal resolution will be sought.

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- If this is not successful a formal 14-day warning by email or letter will be sent to the plotholder setting out the details of the breach of the Tenancy Agreement, the remedial action required and the date by which such action must be taken. Should there be any extenuating circumstances as to why this compliance has not been met, it is the tenant's responsibility to advise the Trustees immediately after having received any such communication.
- If the plotholder does not comply by the date specified, a 21-day written notice of termination will be sent.
- During the 21-day notice period, the plotholder may appeal to the Trustees by emailing bustardthorpeallotments@gmail.com setting out reasons why the Tenancy should not be terminated.
- The Trustees' decision on the appeal is final and will be notified to the plotholder by email, letter or phone call.
- If the appeal is unsuccessful the tenancy will automatically terminate at the end of the original 21-day period.
- Upon termination the plot will immediately return to the vacant plot list.
- The plotholder must remove their property by the termination date. After that date any structures and their contents will become the property of BACCIO.

7.3 Termination of Tenancy by Plotholder

- A plotholder may give 1 month's written notice to quit at any time by emailing the Trustees or by written notice posted in the Allotment Shop.
- There is no refund of rent if the tenancy is terminated before December 31st.
- The plotholder must remove all property from the plot prior to the termination date unless otherwise agreed with the Trustees. Any property and structures left on the plot after the tenancy terminates will become the property of BACCIO.
- Upon completion of the notice period, the plot will immediately be returned to the waiting list and be available for viewings.

7.4 Death of the plotholder

- In the event of the death of a plotholder, the tenancy will be first offered to the plotholder's partner or close relative for the remainder of the rent year, and if accepted, further rent for the year will not be charged. Requests from deceased plotholders relatives will be dealt with on a case by case basis. The tenancy of a plot or any property on that plot will not automatically pass to any other tenant, associate member or non-immediate family member.

8. Complaints & Disputes

- 8.1 In the case of any dispute between plotholders and/or between a plotholder and the Trustees, the parties shall attempt to resolve the dispute.
- 8.2 In the case of a complaint please email the Trustees (bustardthorpeallotments@gmail.com), setting out full details. The Trustees will respond within 7 working days.



9. Insurances

- 9.1 BAACIO carries Public and Employers Liability Insurance covering the public areas of the site, a notice of which is displaced in the allotment shop.
- 9.2 Tenants are responsible for the insurance of their personal property, tools, plants, structures, livestock and structures on their plot.

10. Data Protection Act 2013, GDPR 2015 and Data (Use and Access) Act June 2025

- 10.1 Plotolders are advised that their name, address, email address and telephone numbers are stored on a computer database compiled and maintained by the Secretary to the Trustees. In order to fulfil their roles, the Treasurer and Lettings Officer also have modified versions of this database. The purpose of this database is solely for running the Bustardthorpe Allotment Association site and for no other reason whatsoever. The information will not be given to any other 3rd party unless requested by an authority legally able to have access, eg the police in the investigation of a crime. Under current legislation there is no requirement for BAACIO to be registered under the Data Protection Act 1998. For further information please refer to the Plotolders Privacy Notice which can be accessed in hard copy in the green Operations Manual in the shop or on our website.
- 10.2 All general communications to plotholders (not necessarily plot inspections) but day-to-day issues/general correspondence both in written and email form will be copied to the Chair of the Trustees.

Contacting BAACIO

All contact should be by email to bustardthorpeallotments@gmail.com.

*Reviewed by: Jo Rogers,
Site Secretary and Trustee
16 December 2025*