

ALDENHAM PARISH COUNCIL
THE ALLOTMENTS ACTS 1908 TO 1950

Allotment Tenancy Agreement for the Allotments on land adjacent to the Phillimore Recreation Ground

AN AGREEMENT made on **(Date)** BETWEEN ALDENHAM PARISH COUNCIL (hereinafter called 'the Council') by the hand of Peter Evans, Council Manager and duly authorised agent of the one part and **X** (hereinafter called 'the tenant') of the other part.

WHEREBY;

The Council agrees to let and the tenant agrees to take on allotment plot numbered **X** on the Council's allotment site at the above address, from 1st October **2024** until 30th September **2025** at a yearly rent of **X** full plot as set by the Council, subject to the provisos and conditions herein under contained. This agreement shall run thereafter from year to year until the same shall be terminated. The rent in future years may be altered by the Council. The annual rent for the following season is to be set by the Council by 30th June and all tenants are to be informed in August each year.

The tenant hereby agrees with the Council as follows:

1. To pay the rent hereby reserved by the first day of October, in every year during the continuance of this tenancy without any deductions whatsoever.
2. To use the allotment as an allotment garden and for no other purposes without the prior consent of the Council. Not to keep any building materials, pallets, fencing, non-erected sheds or any other inappropriate items on the site.
3. No contractors are to be employed by plot holders to maintain their plot.
4. To keep the allotment garden clear from weeds and to maintain at least two thirds of the plot in a good state of cultivation and fertility, this does NOT include grassed areas or trees.
5. Not to cause any nuisance or annoyance to the Occupier of any other allotment garden, or obstruct any path set out by the Council.
6. Not to underlet, assign or part with the possession of the allotment garden, or any part thereof.
7. Not without the permission of the Council to light bonfires, or in other way to cause a fire to be lit, or to use a crop burner or similar piece of equipment on any part of the allotments.
8. Not, without the written consent of the Council, cut or prune any timber or other trees, to take, sell, or carry away any soil, gravel, sand or clay.

Applicable from 1st October 2024

9. Not without the prior consent of the Council in writing erect any structure on the allotment. Any request for a building including; sheds, polytunnels, greenhouses, fruit cages must be made in writing to the council and the structure form filled out. Any request must include a plan of the building, its dimensions and building materials. Tenants are requested to send details to the Admin Officer – Open Spaces and wait for permission.
10. Keep every hedge that forms part of the allotment garden properly cut and trimmed and keep all ditches properly clear.
11. Dwarf root stock trees may be planted on up to 25% of the plot. Trees should be positioned, so that they do not encroach on neighbouring plots and are at least one metre from any pathways. It will be the tenant's responsibility to maintain these trees. Tenants are requested to send details to the Admin Officer – Open Spaces.
12. Not to erect any fence or barbed wire anywhere on the allotments.
13. Not to keep any animals or livestock of any kind on the allotment gardens without the prior permission in writing to the Council. Tenants are requested to send details to the Admin Officer – Open Spaces. This consent will be reviewed annually.
14. To be responsible for any child under the age of 16 years.
15. All dogs should be kept on a lead and under the owner's control.
16. To permit any Officer or representative of the Council to enter on the allotment garden to inspect the condition, or any structure erected/being erected.
17. Not to bring anything on to the plot that is not being put to good use. This might include such items as old bath tubs, car tyres or excessive number of pallets.
18. There will be at least one inspection per year where the Council will inspect the plots to ascertain whether they are in good condition and comply with the rules as set out above.
19. Failure to comply with a written notice from the Parish Council of a breach of these rules by a plot holder within 28 days may result in forfeiture of the tenancy with immediate effect.
20. For security purposes, the code to the allotment gate should not be passed to any other individual without the prior permission of the Council. All tenants are required to keep the allotment gate locked when it is not in use. Therefore, please inform the Admin Officer – Open Spaces of any deliveries to the allotment site.
21. Any personal belongings that are kept on site are the tenants' responsibility.
22. Not to go onto other tenants' allotment gardens, unless you have gained prior permission from the owner of that plot.
23. Hosepipes are not to be left unattended and to be disconnected after use. Sprinklers are not to be used.

Applicable from 1st October 2024

24. To observe regulations and do not use pesticides or fertilisers, to minimise the impact on the environment.
25. Not to use woodchip on allotment gardens, unless it is used purely for mulch or under fruit bushes as a weed suppressant. Carpet is not to be used.
26. Tenants who need to drive their allotment using the driveways, must unload their vehicles and then return their cars to the car park. The driveways are not to be driven down during the winter months or wet weather.
27. Observe and perform any special condition which the Council considers necessary to preserve the allotment garden from deterioration.
28. All allotment holders are required to live within the Borough of Hertsmere. The tenant must advise the Council of any change of address.
29. This tenancy will cease on;
 - a) The death of the tenant.
 - b) By either party giving twelve months' notice.
 - c) By re-entry by the Council having given one month's notice if the rent remains unpaid 28 days after its due date.
 - d) If it appears to the Council that any of the above conditions have been breached.
30. Upon cessation of this tenancy, or within twenty-eight days of notice to quit the plot, the tenant shall remove all their property from the allotment including, if required by the Council, any structures, fixtures and fruit bushes and trees installed by the tenant, and make good any defect to the plot caused by removal. Thereafter the Council may remove any remaining property and charge the cost of removal, and the cost of making good any defect, to the tenant. If the Council have terminated the tenancy, the tenant may gain apply after two years.

I agree that I have been supplied a copy of these conditions and that during my tenancy I will abide by them. In the case of new plot holders, by signing this agreement you are confirming that you have viewed the allotment garden and are taking it on as seen. You are also confirming responsibility for the maintenance of all inherited structures, fixtures and fruit bushes and trees on the plot, including an obligation to remove them at the end of the tenancy if required to do so by the Council.



Peter Evans
Council Manager

Signature of Tenant

Plot No X

Print Name

Address.....

Telephone number.....

Email address.....

Date