

## Pirton Parish Council Tenancy Allotment Agreement

AN AGREEMENT made this 1<sup>st</sup> day of -----, Two Thousand and ----  
BETWEEN Pirton Parish Council of 3 Royal Oak Lane, Pirton, Hitchin, Hertfordshire, SG5 3QT (hereinafter called "the Council") of the one part and ----- (hereinafter called "the Tenant") of the other part.

WHEREBY the Council agree to let and the Tenant agrees to take on a yearly tenancy from the 1<sup>st</sup> day of ----- Two Thousand One Hundred and ---- the Allotment Garden number - in the Register of Allotment Gardens provided by the Council and containing 5 poles or thereabouts (subject to the exceptions and reservations contained in the Lease under which the Council holds the land) at the yearly rental of £ ---- payable yearly, and at a proportionate rent for any part of a year which the tenancy may extend.

THE TENANCY is subject to the Allotment Acts 1908 and 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

- **Allocation of vacant allotments**
- Vacant allotments on site will be offered to residents of Pirton only, by the Council, to applicants on the waiting list kept by the Council.
- Where a plot falls vacant because of a tenants death and it can be shown that a member of the tenants immediate family has been jointly cultivating the plot for a period of time and wishes to take on the tenancy it may be offered to them at the discretion of the Council
- **When it is clear that the plotholder is not doing any of the work the tenancy will be terminated and the next person on the waiting list will be offered the plot. (all those wishing to be allotment tenants must be on the waiting list , there will be no transfer of plots because of having been assisting the tenant)**
- **Assignment**
- The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council. (This shall not prohibit another person, authorised by the plotholder, from cultivation of the plot for short periods of time when the tenant is incapacitated by illness or is on holiday, the site rep to be informed of the persons name)
- The Council may order any person wrongly allowed onto the site in breach of the rules to leave immediately.
- The Council may take action for breach of their tenancy agreement against any Tenant who the Council reasonably believes was responsible for allowing any person to be on the site who contravenes any of the Tenancy rules
- **Rent.**
- The annual rent is due for payment by the Tenant on the first of 1<sup>st</sup> April each year
- If the rental remains unpaid for a period of not less than 40 days the plot shall be considered vacant and be let to the next person on the waiting list
- 12 months notice of rent increase will be given by the Council included in the renewal notice in April of the preceding year to take effect the following year. ( i.e. notice in September 2010 for an increase to take effect in October 2011)
- Water supply shall be included in the rental charge
- Where additional amenities are provided on site by the Council it will take these into account when setting the following years rental.
- **Cultivation and use of allotment.**
- The Tenant shall use the plot as an Allotment and Leisure Garden only (that is to say wholly or mainly for the production of vegetable, fruit flower crops for consumption or enjoyment by the tenant and his/her family) and for no other purpose and to keep it free of hazards,e.g. broken glass or scrap metal etc., and reasonable free from weeds and in a good state of cultivation and fertility and in good condition.
- The Tenant may not carry on any trade or business from the allotment site (A **small amount** of surplus produce may be sold as an ancillary to the provision of crops for family )
- The tenant shall have at least ¼ of the plot under cultivation of crops after 3 months and at least ¾ of the plot under cultivation of crops after 12 months and thereafter.
- The maximum area for hard landscaping e.g. patio internal paths etc is 20%
- The tenant shall not enter onto any other plot at any time without the express permission of that plotholder.
- Any children that accompany the plot holder or any persons accompanying the plotholder or with permission of the plotholder to enter their plot to cultivate or harvest may not at any time enter onto another plot without the express permission of that plotholder. The plotholder has full responsibility for the actions of children and others entering the site with his permission.

- The Tenant shall not without the written consent of The Council cut or prune any timber or other trees, apart from recognised pruning practices of fruit trees ,or take, sell or carry away any mineral, gravel, sand, earth or clay.
- The Tenant shall keep every hedge that forms part of the boundary of his allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- The Tenant shall not use any barbed/razor wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens.
- The Tenant shall not deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter( except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the allotments field.
- The Tenant must cover any manure on site which has not been dug in.
- All non compostable waste to be removed from the site by the tenant.
- Public paths and haulage ways (Roads) must be kept clear at all
- The Tenant shall not utilise carpets or underlay on the allotment.
- The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of The Council
- Tenants must not remove produce from any other allotments without the express permission of the tenant.
- **Security**
- The tenant shall be issued with a key to access the allotment. **No replicas to be made at all.**
- The key to be used by the tenant only or an authorised person under section 1 Assignment.
- The main access gate shall be closed and locked at all times (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys **and or an emergency no. to call.**) Please ensure that the gate is locked after you enter and after you leave the site at all times.
- **Insurance. All Tenants shall be required to have public Liability insurance for their plots. It is advised that all tenants join the Local Allotment Association where Public Liability for their members may be automatic on joining**
- **Risk Assessment**
- **The Council shall undertake all risk assessments on their sites.**
- **Maintenance**
- **The Council shall take measures to maintain the sites perimeters, main haulage-ways, water supply and any buildings in the ownership of the Council**
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- **Council Officers**
- Tenants must comply with any directions given by an Officer directed so to do by the Parish Council.
- **Inspection**
- An Officer of the Council if so directed by the Council may enter onto the site for inspection of allotment plots and or sheds, greenhouses and polytunnels and full access must be given by the tenant, within reason, at a mutually agreed time.
- **Water/Hoses /Bonfires**
- The Tenant shall practice sensible water conservation, utilise **covered** water butts on sheds and other buildings and consider mulching as a water conservation practice.
- The Tenant shall have consideration for other Tenants when extracting water from water points provided by the Council at all times **No hoses are to be used at any time.**
- Bonfires are allowed for the burning of **materials from the allotment only** i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter all fires must be **attended at all times** and not cause a nuisance to neighbouring residents. All fires to be **fully extinguished before leaving the site.**
- The tenant shall not bring or allow to be brought on to the allotment site any materials for the purpose of burning such waste remove if No Bonfires
- **Conduct**
- The Tenant must not cause any nuisance or annoyance to other ploholders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.
- The allotment may not be used for any illegal or immoral purposes and the tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment

- **Livestock and dogs**
- The Tenant shall not bring or cause to be brought onto the allotment field any dog unless it is held at all times on a leash, and remains on the tenants plot only. Any faeces to be removed and disposed of off site by the Tenant.
- The Tenant shall not keep any livestock on the allotment apart from hens and rabbits, but **no cockerels** to the extent permitted by the allotments act 1950 section 12 ) without the prior written consent of The Council
- Livestock must be kept so that they are not prejudicial to health or a nuisance
- Any Livestock allowed may only be kept in number and conditions specified by the Council in their supplementary leaflet.
- **Buildings and Structures**
- The Tenant shall not without the written consent of The Council erect any building **or pond** on the Allotment Garden, provided that consent shall not be refused under this clause to the erection of any building reasonably necessary for the purpose of keeping livestock (Poultry or rabbits) or be unreasonably withheld to the erection of a garden shed greenhouse or polytunnel the maximum size & positioning shall be determined by the Council.
- **If the tenant erects a shed or building with permission of the Council, it is the tenant's responsibility to dismantle and remove any buildings when the tenancy is terminated. If this has to be removed by the Council, the removal costs will be billed to the tenant. If an arrangement is made by a new tenant to retain the shed on the plot then he/she becomes similarly responsible.**
- The tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council, failing to do so after a warning may result in an order by the Council to remove the structure.
- The storage of oil Fuel lubricants or other inflammable liquids shall not be stored in any shed except in an approved container maximum of 5 litres for use in garden equipment only.
- The Council will not be held responsible for loss by accident fire, theft or damage of any tools or contents in a shed, greenhouse or polytunnel.
- **Chemicals re: pests /diseases and vermin**
- Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation provided that the application shall not be detrimental to the cultivation of nearby plots or cause annoyance to adjacent plottolders.
- The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002) available information from the Council.
- Any incidence of vermin (Rats) on the site must be reported to the Council and will be dealt with by the Councils pest control agents.
- **Notice boards**
- The Council shall provide notices clearly defining the number of the allotment plot.
- The tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.
- The Tenant shall not erect any notice or advertisement on the allotment plot without prior consent of The Council.
- The site notice board shall be utilised for information for tenants from the Council and the Association only.
- **Disputes**
- Disputes between tenants will be referred to the Council for due process and the decision of the Council will be binding on all tenants involved in the dispute.
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- **Termination of Tenancy.**
- The Tenancy of the Allotment Garden shall terminate on the yearly Rent Day after the death of the Tenant
- The tenancy shall terminate whenever the tenancy or right of occupation of the Tenant terminates.
- By the Council or the Tenant by twelve months previous notice in writing
- By the tenant giving the Council 28 days written notice
- It may also be terminated by The Council without prejudice to any right of the Council to claim damages for any breach of the tenancy rules or to recover any rent due but remaining unpaid.
- By 28 days written notice to quit
- If the rent is in arrears for not less than 40 days OR
- If the Tenant is not duly observing the conditions of his tenancy OR
- If he becomes bankrupt or compounds with his creditors.

- In the event of the termination of the tenancy the Tenant shall return to the Council any property (Keys, etc.) made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the previous plot –holder (Tenant) (Allotments act 1950 s.4)
- **Compensation**
- In the event of the disposal of allotments by the Council for any reason then compensation will be payable to the outgoing tenant for crops or improvements on account of the allotment garden being required.( Allotment act 1922 s.10)
- **Change of address**
- Tenants must immediately inform the Council of any change of address.
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- **Notices to be served by the Council on the Tenant may be**
- 1. Sent to the Tenants last known address by post or hand delivered.
- 2. Served on the Tenant personally.
- **Notices to the Council** should be sent to
- The Parish Clerk, 24 Royal Oak Lane, Pirton, Hitchin, Herts, SG5 3QT
- **The National Society of Allotment & Leisure Gardeners Ltd advise that three copies of the Tenancy rules be prepared.** One copy should be handed to the Tenant, one should be retained by the Council, and the third can be passed to the Allotment Gardens Society on the site where such a Society is in operation.
- **All tenants shall be given a copy and have read the allotment rules before signing the Tenancy** and be reminded of the rules at each renewal date.
- It is advised that a set of the **Allotment Rules be displayed at all times on the site notice board.**

# The Little Lane, Pirton

## ALLOTMENT TENANCY AGREEMENT

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Tenants Name

Tenants Address

Date of Commencement of Agreement:

Allotment Site: Little Lane, Pirton

Plot Number:

Size of Plot: Approximately five poles

Rent Per Annum: £

Rent Due: 1<sup>st</sup> April each year

I hereby accept and agree to abide by the Conditions of Tenancy laid down by Pirton Parish Council as set out overleaf.

Signed by Tenant

Date

The Pirton Parish Council hereby accepts the above signatory as tenant upon the conditions set out overleaf.

Signed on behalf of Pirton Parish Council

Date