



HUGHENDEN PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

Resolved 13th September 2016

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THIS AGREEMENT is made on the (insert date) day of (insert month) (insert year) BETWEEN HUGHENDEN PARISH COUNCIL ("the Council") of Council Offices, The Common, Great Kingshill, Buckinghamshire, HP15 6EN

AND

Name ("the Tenant"): (insert name of tenant)

Address: (insert address of tenant)

WHEREBY IT IS AGREED as follows:

1. Allotment

1.1. The Council agrees to let and the Tenant agrees to take the Allotment Garden ("the Allotment") situated at (insert name of allotment site) and referenced as (insert plot number) in the Council's Register of Allotments.

2. Tenancy and rent

- 2.1. The allotment garden shall be held on a yearly tenancy from (insert date) at an annual rent as set by the Council payable to Hughenden Parish Council by the Tenant on the 29th September each year (the Rent Day).
- 2.2. Any Tenant who enters into a tenancy agreement with the Council after 29th September (the Rent Day) in any given year will pay the entire annual rent in full before the tenancy shall commence.
- 2.3. Twelve months' notice of any rent increase will be given by the Council to the Tenant included in the renewal notice of the preceding year to take effect the following year.
- 2.4. Water supply shall be included in the rental charge.
- 2.5. Where additional amenities are provided on the allotment site, these will be taken into account when setting the following year's rent.

3. Cultivation and use

- 3.1. The Tenant shall use the plot as an allotment and leisure garden only as defined by the Allotments Act 1922 (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 clean and free from hazard, e.g. broken glass or scrap metal etc. and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 3.2. The Tenant may not carry out any trade or business from the allotment garden (a small amount of surplus produce may be made available as an ancillary to the provision of crops for family).
- 3.3. 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 after 12 months and thereafter.
- 3.4. The maximum area for hard landscaping e.g. patio, internal paths etc. is 20%.

4. Prohibition of under letting

- 4.1. 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, authorized by the plot holder, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the Council are to be informed of the named person).

5. Conduct

- 5.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders or regulations affecting the allotment garden.
- 5.2. The Tenant must comply with the conditions of use as Schedule 1 (attached to this Agreement).
- 5.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to other plot holders or neighbouring resident of the allotment site and must conduct himself appropriately at all times.
- 5.4. The allotment garden 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 garden.
- 5.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 5.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the allotment site with his permission.
- 5.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

6. Lease terms

- 6.1. The Tenant must observe and perform all conditions and covenants that apply to the allotment site contained in any lease under which the Council hold the allotment site.

7. Termination of tenancy

- 7.1. The tenancy of the allotment garden shall terminate:
 - 7.1.1 automatically on 28th September (the Rent Day) after the death of the Tenant, or
 - 7.1.2 on the day on which the tenancy or right of occupation of the Council terminates, or
 - 7.1.3 by the Council giving the Tenant at least twelve months' previous notice in writing expiring on or after 28th September in any year, or
 - 7.1.4 by the Tenant giving the Council twenty-eight days' written notice, or
 - 7.1.5 by re-entry if rent is in arrears for not less than forty days, or
 - 7.1.6 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - 7.1.7 by re-entry if the Tenant becomes bankrupt or compounds with his creditors.
- 7.2. In the event of termination of the tenancy the Tenant shall return to the Council any property made available to him 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 Tenant (Allotments Act 1950 s.4).

8. Change of address

- 8.1. The Tenant must immediately inform the Council of any change of address.

9. Notices

- 9.1. Any notice given under this Agreement must be in writing and be sent to the Tenant by Royal Mail. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by post on the same day.
- 9.2. Any notice served on the tenant should be sent to the last known home address. Any notice served on the Council should be sent to the address given in the Agreement.
- 9.3. A notice sent by first class mail is to be treated as having been served on the third working day after posting whether it is received or not.

- 9.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Signed by

1. The Council's Proper Officer, for and on behalf of Hughenden Parish Council

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2. The Tenant

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THE SCHEDULE

1. Trees

- 1.1. The Tenant shall not without written consent of the Council cut or prune any timber or other trees apart from the recognized pruning practices of fruit trees within the allotment.
- 1.2. The Tenant shall not plant any trees on the allotment other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council. Dwarf fruiting trees are strictly limited to two per allotment garden.

2. Hedges and paths

- 2.1. The Council will maintain an approximately 3 metre grass boundary pathway between allotment gardens and the site perimeter hedge. This boundary pathway must be kept clear and unobstructed at all times to allow passage of grass and hedge cutting machinery.
- 2.2. The Tenant will maintain the grass footpaths between allotment gardens to the nearest half width. The grass footpaths between allotment gardens shall be kept mown, tidy and unobstructed at all times.
- 2.3. The Tenant shall not without written consent of the Council erect any fences or barriers. The use any barbed/razor (or similar) wire is forbidden.
- 2.4. Public paths and haulage ways (roads) must be kept clear at all times.

3. Security

- 3.1. The main access gate shall be closed and where applicable locked at all times. Please ensure that the access gate is closed (locked) at all times after you enter and leave the allotment site.

4. Inspection

- 4.1. An Officer of the Council may enter allotment gardens at any time for inspection of sheds, greenhouses, polytunnels, state of cultivation and general tidiness and full access must be given if requested.

5. Water, hoses pipes and bonfires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. The Tenant shall at all times have consideration for other Tenants when extracting water from water points provided by the Council.
- 5.3. No hose pipes are to be used at any time.
- 5.4. No bonfires are permitted at any time.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the allotment site any dog unless it is held at all times on a leash and remains on the Tenant's plot only. Any fouling must be removed by the Tenant and disposed of offsite.

7. Livestock

- 7.1. Except with the prior written permission of the Council, the Tenant shall not keep any animals or livestock on the allotment garden save rabbits and hens (no cockerels) to the extent permitted by the Allotment Act 1950.
- 7.2. Livestock may only be kept in number and conditions specified by the Council.
- 7.3. Livestock must be kept in such a way as they are not prejudicial to health or a nuisance.
- 7.4. The Tenant shall not keep bees and/or beehives without the prior written consent of Council.

8. Buildings and structures

- 8.1. The Tenant shall not without written consent of the Council erect any building or pond on an allotment garden. All applications to erect any building or pond must be submitted in writing on the appropriate supplementary form available from the Council. All buildings and temporary structures shall be positioned away from boundaries to avoid causing obstruction to paths, adjacent plots and loss of light to neighbouring Tenants. The Tenant may also require permission from the relevant planning authority.
- 8.2. The Tenant shall be responsible for the cost of purchase and installation of any building or pond.
- 8.3. The Tenant may keep tools in a wooden or plastic storage box on the allotment garden. The storage box shall not exceed 6 ft. x 3 ft. in height. The box shall be kept locked when not in use and must be dark green or brown in colour. The box and contents are the sole responsibility of the Tenant.
- 8.4. Only one structure of each type shall be permitted in each allotment garden, e.g. one shed and one greenhouse or polytunnel.
- 8.5. A shed must not exceed 6ft x 4ft.
- 8.6. A greenhouse or polytunnel must not exceed 6ft x 8ft.
- 8.7. All glazing must be plastic or polycarbonate. No glass shall be permitted.
- 8.8. The shed will have a gabled or sloping pent roof. The roof will be felted or a bituminized corrugated roof in grey, black or dark green. If there is a window, it may occupy space on one side only and be no more in area than a third of that side, to the preserve visual of the site.
- 8.9. A shed must be positioned no closer than 0.5 metres away from the boundary of the plot and no less than 1 metre away from any hedge.
- 8.10. No foundations requiring the excavation of footings may be constructed.
- 8.11. The Tenant shall keep all structures in a clean and tidy condition and in a good state of repair acceptable to the Council. All timber structures shall be stain treated within one calendar month of erection and at least once every third year during the continuance of the Tenancy Agreement. This is to be carried out at the Tenant's own expense.
- 8.12. The Tenant shall not use the structures for any purpose other than that of working their allotment and it shall not be used for any noisy, noxious, dangerous or offensive purpose which may become a cause of nuisance, annoyance or damage to the Council or other Tenants or owners of adjoining land.
- 8.13. When the tenancy ends, the Tenant, their personal representative or executor is responsible for the dismantling and removal of the structure at their own cost.
- 8.14. The permission for the erection of the structure can be transferred to a successor tenants by mutual agreement between the outgoing tenant, the incoming tenant and the Council.
- 8.15. The Council shall not be liable for any injury, loss or damage occasioned to the said structures, nor for any loss or damage to any tools or other property placed or kept in the structures.
- 8.16. If a Tenant holds two or more tenancies with the Council, the aggregation of the allowance to provide a larger structure on one of the allotment gardens is strictly prohibited.
- 8.17. Oil, fuel and lubricants or other inflammable liquids shall not be stored in any structure or on site.

9. General

- 9.1. 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 hedges or ditches surrounding the allotment site.
- 9.2. The Tenant must cover any manure on the allotment garden which has not yet been dug in.
- 9.3. The Tenant shall remove all non-compostable waste from the site.

9.4. The Tenant shall not use carpets or underlay on the allotment garden.

10. Chemicals, pests, disease and vermin

10.1. Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for control of pests, diseases or vegetation.

10.2. When using sprays and/or fertilisers, the Tenant shall:

10.2.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected. If any damage is caused, then the tenant will make good at their own cost.

10.2.3 So far as possible, select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public and wildlife other than vermin and pests.

10.2.4 Comply at all times with current regulations on use of such sprays and fertilizers.

10.2.5 The use and storage of chemicals must be in compliance with all relevant legislation.

11. Notices

11.1. The Tenant will endeavor to maintain the plot number provided by Council in good order and ensure it is visible at all times.

11.2. Any damage to allotment garden marker posts must be reported to the Council.

11.3. The Tenant shall not erect any notice or advertisement on the allotment site without prior consent from the Council.

12. Car parking

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the allotment site. Parking must not obstruct the haulage way at any time. When the ground is wet and/or soft, parking of vehicles is not permitted on the allotment site. At Walter's Ash Allotment, the road providing access to residential properties must not be obstructed at any time.

13. Disputes

13.1. 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.

14. Death of tenant

14.1. Where a plot falls vacant because of the death of a tenant, if it can be shown that a member of the tenant's immediate family has been jointly cultivating the plot for a period of time, then the plot may be offered to that family member at the discretion of the Council.