Of Aldbury Parish Council, hereinafter called the ‘Council’, for plots up to 0.202 hectares (40 poles) or used for domestic cultivation only. AGREEMENT between the Council and

|  |
| --- |
| **Title:**  |
| **Surname:**  |
| **First names:**  |
| **Address:**     |
| **Post code:**  |
| **Telephone:**  |
| **E-mail address:**  |

Hereinafter known as the ‘Tenant’ made on

 **Date:**

WHEREBY the Council agrees to let and the Tenant agrees to hire for the Gardening Year from 1st October to 30th September, i.e. a maximum of 12 months. Agreements commencing after 1st October will terminate on 30th September of the current Gardening Year. The allotment garden shown in the register of allotment gardens provided by the Council as the below:

|  |  |
| --- | --- |
| **Allotment plot number** |   |
| **Allotment size** |   |

at a current yearly rent payable yearly on renewal of the tenancy as stated below, the tenancy being renewed on the 1st October of each year. The rent may be varied annually in future years subject to the Council providing Tenants with a minimum of three months’ notice before for new the Gardening Year commences.

|  |
| --- |
| **Current Yearly Rent:**  |
| **Total**  | **£**  |

The Council rents the allotment land from the Diocese of St Albans so allotments are provided by the Council as a Private Allotment. The tenancy is subject to the Allotment Acts 1908 to 1950, and to the Allotment Garden Rules printed overleaf and to any additional rules made from time to time by the Council.

The Tenant hereby agrees to his name and address being held on the Council’s computer for the purpose of corresponding with him and with the following garden rules.

Signed \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ (On behalf of the Council)

Signed \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ (Tenant)

**OBLIGATIONS REGARDING THE HANDLING OF TENANT RECORDS (INCLUDING PREVAILING DATA PROTECTION LEGISLATION):**

1. Your name and contact details and details of rent paid, will be held on computer. This information will be held for the purposes of administering the allotments and may be passed to Councillors, as appropriate. Please note that in signing the tenancy agreement you will be agreeing to the disclosure of such information for the reasons described.

1. The Tenant must notify the Council of any change of address or email address. Failure to pay the allotment rent by the stated deadline because you have failed to notify a change of address could result in automatic termination of your tenancy.

**STANDARD ALLOTMENT GARDEN RULES OF ALDBURY PARISH COUNCIL**

**As a plot holder you are required to:**

* 1. Reside within 1 mile of the Parish Boundary. Exceptions are at the sole discretion of the Council.
	2. Keep your plot clean and tidy, free from weeds and rubbish and in a good state of cultivation and fertility throughout the gardening year.

* 1. Only use your plot to grow flowers, fruit and vegetables for you and your family’s use only.

* 1. Use, store, dispose of any chemicals in accordance with manufacturer’s instructions & any prevailing legislation. Lock away chemicals in their original containers, keep them out of reach of children or animals.

* 1. Keep any trees or bushes, which must be fruit-bearing in a manageable condition and ensure that they do not exceed 3m/10ft in height.

* 1. Remove all broken glass, litter, and non-organic waste from the site.

* 1. Only burn diseased plants and dry material that will burn easily. (It is not illegal to have a bonfire but creating smoke that causes a nuisance is an offence.)

* 1. Keep paths and allotment boundaries clear.

* 1. Ensure the siting of any structures e.g. hut, shed, greenhouse or polytunnel does not represent a hazard to members of the public or other plot holders, for example sharp edges/trip hazards. Structures must be kept in good condition.
	2. Ensure, if you bring children onto the site, that they are always under the supervision of a responsible adult. Do not let children run over neighbouring plots.
	3. Always keep dogs on a lead and under control on site.
	4. Keep fences under 5ft high, preferably made from stock fencing or chicken wire, ensuring there are no hazards or sharp edges.
	5. Inspect your plot for damage after storms to ensure there is no danger (e.g. broken glass) to plot holders, members of the public or neighbouring properties.
	6. Pay rent within 14 days of the day of the invoice, due on 1st October each year.

* 1. Let the Parish Clerk know if you are unable to work your plot due to illness, or for any other reason. Tenants are expected to cultivate a minimum 25% of their plot. New Tenants taking on overgrown plots may cover 100% of their plot for year one & then 75%/year thereafter.
	2. Abide by all government laws, legislation or regulations.
	3. Inform the Parish Clerk of any issues affecting the allotments e.g. theft, water troughs, access, fallen trees/fences, antisocial behaviour.
	4. Inform the Parish Clerk of any change of address or email address.

* 1. On termination of the tenancy, hand back the plot in a clean and tidy condition within 14 days.

**As a plot holder, you should not:**

* 1. Use your plot to sell or undertake trade or business in respect of the cultivation and production of fruit, vegetables, and flowers.

* 1. Cause nuisance or annoyance to other Tenants or to the owners or occupiers of land adjoining the allotments.

* 1. Obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment plot or the plot of another Tenant.

* 1. Create any permanent structures e.g. concrete foundations, or anything with mortar e.g. brick walls.

* 1. Use barbed wire or asbestos for any purpose.
	2. Keep hoofed animals on your plot, e.g. sheep, pigs, goats.

* 1. Light bonfires between 15th April to 15th October or at any time when the outdoor temperature is over 18oC. Bonfires should never be left unattended or placed near paths or cause excessive nuisance to neighbouring plots or properties. Burning ‘man-made’ materials is prohibited.

* 1. Use of poisons (e.g. rat), animal traps or banned chemicals (e.g. Paraquat) is strictly prohibited.

* 1. Bring any rubbish onto the site.

**You should apply to the Parish Council if you want to**:

* 1. Erect a hut, shed, greenhouse or polytunnel greater than 8x6ft.

* 1. Keep hens, rabbits, or bees on your plot (You will have to satisfy the Parish Council you have the necessary experience; arrangements are acceptable and animal welfare standards are high).

* 1. Under-let, assign, or part with the possession of the allotment garden, or any part of it.
	2. The Council is committed to equal opportunity & accessibility as gardening is good for mental & physical wellbeing. Tenants should contact the Parish Clerk to discuss any barriers to using the allotments, it could be monetary, physical, mental health, or anything the Tenant feels is relevant. Whilst the Council has finite funding it will undertake to act confidentially, assess the situation & look at potential solutions.

**The Council may terminate your tenancy if:**

* 1. Your rent is in arrears by more than 45 days.

* 1. After three months tenancy, it appears that you have not observed these Tenancy Agreement Rules.
	2. For material breach of contract without compensation.

* 1. You move address to more than 1 mile outside the Parish boundary unless previously agreed by Parish Clerk.

* 1. You receive a non-cultivation or untidy plot warning letter within a two-year consecutive period and the plot is not rectified within 28 days of the date of that letter.

**The Council has the right to:**

* 1. Enter and inspect an allotment garden & any building erected.

* 1. Authorise any person to enter the allotment garden for the purpose of laying, constructing, repairing, or maintaining any boundaries, trees, pipes, mains, tanks, cables, or other services over, under or across the land but in so doing shall make fair compensation to the Tenant for any loss of crops he suffers.

* 1. Request compensation in respect of any deterioration caused by the failure to maintain the plot in a clean and good state of cultivation and fertility.
	2. Request compensation for reasonable costs at the end of a tenancy if the tenant has left behind materials including sheds, structures, rubbish behind requiring removal & disposal. If in doubt talk to the Parish Clerk about the circumstances.

* 1. Serve notice on a Tenant by leaving or sending it to their last known address or by email.

* 1. Change these conditions at any time, including to comply with any new legislation or Allotment Garden Rules. The Council has the right to grant derogations to the Tenancy Agreement on a case-by-case basis.