

ALLOTMENT TENANCY AGREEMENT

Of Berkhamsted Town Council, The Civic Centre, 161 High Street, Berkhamsted, Hertfordshire HP4 3HD, hereinafter called the Council, for plots up to 0.202 hectares (40 poles) or used for domestic cultivation only

AGREEMENT between the Council and

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

the Tenant made on

| |
|--------------|
| Date: |
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WHEREBY the Council agrees to let and the tenant agrees to hire for one year from the above date and thereafter from year to year, the allotment garden shown in the register of allotment gardens provided by the Council as

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| Allotment site | |
| Allotment plot Nr | |
| Area of allotment | |

at a current yearly rent payable yearly on renewal of the tenancy as stated below, the tenancy being renewed on the 29th September of each year. The agreed rent that applies to this tenancy may be varied with effect from 29th day of September of the said first year, and may be varied annually thereafter.

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|----------------------------|---|
| Current yearly rent | £ |
|----------------------------|---|

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):

- 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 will be passed to both the Allotment Holders' Representative(s) and Councillors, as appropriate, all of whom assist with allotment administration. If you are a tenant of Sunnyside allotments, your name and address will be passed to the Chairman & Officers of the Sunnyside Allotments Society and you will automatically become a member, unless you inform him/her to the contrary. Please note that in signing the tenancy agreement you will be agreeing to the disclosure of such information for the reasons described.
- 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.

For office use only:

| | |
|--|------------------------|
| Council Signature: | Signature Date: |
| Bank Ref: 1210 Nominal Code: 1013 VAT Code: T2 | |
| BACS OR CHEQUE (delete as appropriate) | |
| Pay in slip no & date (if relevant): | |
| Added to allotment system (date): | |

STANDARD ALLOTMENT GARDEN RULES OF BERKHAMSTED TOWN COUNCIL

As a plot holder you are required to:

1. Keep your plot clean and tidy, free from weeds and rubbish and in a good state of cultivation and fertility throughout the gardening year.
2. Use your plot to grow flowers, fruit and vegetables.
3. Lock away chemicals in their original containers, keep them out of reach of children and use and dispose of chemicals in accordance with manufacturer's instructions.
4. Keep any trees or bushes, which must be fruit bearing trees & bushes in a manageable condition and ensure that they do not exceed four metres in height.
5. Remove all broken glass, litter and non-organic waste from the site.
6. 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.)
7. Keep paths and allotment boundaries clear
8. Keep any hut, shed or greenhouse in good condition.
9. Ensure, if you bring children onto the site, that they are under the supervision of a responsible adult at all times.
10. Keep dogs on a lead and under control at all times on site.
11. Comply with any temporary hosepipe bans and drought orders.
12. Pay rent and any water rates within 40 days of the day of the invoice due on 29 September each year.
13. Let the site representative or Town Clerk know if you are unable to work your plot as a result of illness or any other reason
14. Inform the Town Council of any change of address or email address.
15. On termination of the tenancy, hand back the plot in a clean and tidy condition.

As a plot holder, you should not:

16. Use your plot for any trade or business purpose.
17. Cause nuisance or annoyance to other tenants.
18. Take, sell or carry away or give permission to others to take, sell or carry away any timber, mineral, gravel, sand clay, turf or soil.
19. Use barbed wire or asbestos for any purpose.
20. Leave a bonfire unattended.
21. Install children's swings, paddling pools, trampolines or other such play apparatus
22. Bring any rubbish onto the site.

You should apply to the Town Council if you want to:

23. Erect a hut, shed or greenhouse.
24. Keep hens, rabbits or bees on your plot (You will have to satisfy the Town Council you have the necessary experience; arrangements are acceptable and animal welfare standards are high).
25. Use a hand held watering hose, which requires you to purchase a water licence and tank tap key. Water should be used responsibly. The use of standing sprinklers is not permitted.
26. Cut or prune any timber or other trees not rooted within the plot.
27. Under-let, assign, or part with the possession of the allotment garden, or any part of it.

The Council may terminate your tenancy if:

28. Your rent is in arrears by more than 40 days
29. After three months tenancy, it appears that you have not observed these rules
30. You move address to more than 1 mile outside the town boundary
31. You receive two non-cultivation warning letters within a 2 year consecutive period.

The Council has the right to:

32. Enter and inspect an allotment garden & any building erected.
33. 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.
34. 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.
35. Serve notice on a tenant by leaving or sending it to their last known address.
36. Change these conditions at any time, including to comply with any new legislation.