

BERKHAMSTED TOWN COUNCIL

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

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 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 the below:

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 September of the said first year and may be varied annually thereafter.

Current Yearly Rent:	
Land	£
Water	£
Allotment Society Membership (Sunnyside Plots only)	£
Total	£

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)

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

- (a) 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. If you are a Tenant of Sunnyside allotments, your name and address will be passed to the Chairman & Officers of the Sunnyside Allotment 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.
- (b) 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 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. Only use your plot to grow flowers, fruit and vegetables for you and your family's use only.
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 and 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 always under the supervision of a responsible adult.
10. Always keep dogs on a lead and under control on site.
11. Comply with any temporary hosepipe bans and drought orders.
12. Pay rent and any water rates within 14 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 due to illness, or for any other reason.
14. Inform the Town Council of any change of address, email address or phone number.
15. Report incidents of criminal damage, theft and anti-social behaviour to the police directly on 101 or online. The Council does not accept responsibility for such incidents.
16. On termination of the tenancy, hand back the plot in a clean and tidy condition within 14 days.
17. Inform the Town Council if you intend to invite a third-party contractor onto site, including vehicle details.

As a plot holder, you should not:

18. Use your plot to sell or undertake trade or business in respect of the cultivation and production of fruit, vegetables, and flowers.
19. Cause nuisance or annoyance to other Tenants or to the owners or occupiers of land adjoining the allotments.
20. Be rude, aggressive, or display rude behaviour in any form to other Tenants, Allotment Representatives, Council Officers and members, Contractors or to the owners or occupiers of land adjoining the allotments. Such behaviour could result in a warning or immediate termination of a tenancy.
21. 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.
22. 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.
23. Use barbed wire or asbestos for any purpose.
24. Leave a bonfire unattended.

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- 25. Install children's swings, paddling pools, trampolines, or other such play apparatus.
- 26. Bring any rubbish onto the site.
- 27. Store flammable liquids on site, e.g. petrol which could be used as an accelerant in a case of arson.

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

- 28. Erect a hut, shed or greenhouse.
- 29. 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).
- 30. Use a handheld 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.
- 31. Cut or prune any timber or other trees not rooted within the plot.
- 32. Under-let, assign, or part with the possession of the allotment garden, or any part of it.
- 33. Erect any notice or advertisement on the allotment site.

The Council may terminate your tenancy if:

- 34. Your rent is in arrears by more than 40 days.
- 35. After three months tenancy, it appears that you have not observed these Tenancy Agreement Rules.
- 36. You move address to more than 1 mile outside the town boundary.
- 37. You receive a non-cultivation warning letter within a two-year consecutive period and the plot is not sorted within 28 days of the date of that letter.
- 38. You have been warned about unreasonable behaviour or behave in a manner which is contrary to the rules in this agreement. .

The Council has the right to:

- 39. Enter and inspect an allotment garden & any building erected.
- 40. 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.
- 41. 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.
- 42. Serve notice on a Tenant by leaving or sending it to their last known address.
- 43. Change these conditions at any time, including to comply with any new legislation or Allotment Garden Rules.