

## **Allotment Tenancy Agreement General Conditions under which Allotment Gardens are to be cultivated**

THIS AGREEMENT made on the \_\_\_\_\_ between Kimpton Parish Council (herein called the Council) of Parish Room, Kimpton Memorial Hall, Hall Lane, Kimpton, Herts SG4 8RD

and \_\_\_\_\_ (herein called the tenant) of \_\_\_\_\_

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at the site between Pam's Lane and Hall Lane, Kimpton, SG4 8RD and referenced as **Plot Number** \_\_\_\_\_ in the Council's Allotment Register.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on \_\_\_\_\_ and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay the yearly rent of £ \_\_\_\_\_ whether demanded or not which shall be payable in full on the first day of October and for every year of the tenancy. The rent will be subject to annual review by the Council.
4. All new tenants shall pay a **£100 deposit refundable** on termination of the tenancy subject to the plot being left in a clean and tidy condition;
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/herself and his/her family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
7. The allotments are provided primarily for residents of the Parish of Kimpton. Where there is a waiting list for allotment plots those people, who are resident within the Parish of Kimpton, will be given priority at the tenancy renewal date. Allotment tenants must keep their contact details (address, phone number and email address) up to date with the Parish Clerk.
8. During the tenancy, the tenant shall:

- a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden
- c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or trade;
- d) ensure that any livestock or poultry kept on the allotment does not cause nuisance or damage to other tenants or their plots. Furthermore, the keeping of livestock or poultry must be done in such a way that it is not detrimental to their health or wellbeing;
- e) do not bring to or keep animals in the Allotment Garden except those referred to in (c) above or (f) without first obtaining the Council's written permission:
- f) control any dog within the tenant's plot and common areas. Any fouling by dogs must be cleared up;
- g) not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden;
- h) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits, not erect a shed, greenhouse, poly-tunnel or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- i) not fence the Allotment Garden without first obtaining the Council's written consent;
- j) maintain and keep in repair fences and gates forming part of the Allotment Garden;
- k) not deposit non-compostable refuse or stones on the paths, hedges, roadways or other common land;
- l) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- m) permission will only be given to grow fruit trees on dwarf root stock up to a height of 7' on any part of the allotment plot;
- n) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- o) shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the lease under which the Council hold the land;

- p) shall keep all paths between plots at least 0.6 metres wide and clear of any obstruction;
  - q) shall be responsible for keeping the path adjacent to the east of the allotment plot neatly cut and trimmed;
  - r) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or Allotment Garden of another tenant;
  - s) not park vehicles on the right of way or any part of the Allotment Garden. Tenants are allowed to use vehicles in the transportation of items to and from the allotment site;
  - t) not use barbed wire on any part of the allotment plot;
  - u) maintain on the plot in a prominent position the sign provided by the Council indicating the plot number;
  - v) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - w) be responsible for repairing the damage or liable for the cost of such repair in the event of any damage being caused to any fence, hedge, gate or other part of an allotment site by the tenant or a person acting on the instructions of tenant whether due to a vehicle or otherwise;
  - x) not take, sell or carry away any mineral, gravel, sand or clay;
  - y) use water hoses to fill water storage containers which should remain covered when not in use and water hoses to be handheld when in use;
  - z) not use sprinklers on any part of the allotment plot;
  - aa) not grow willow or bamboo on any part of the allotment plot;
  - bb) not allow rubbish on an allotment plot to collect in such a manner as to cause a nuisance;
  - cc) not use carpets on any part of the allotment plot;
  - dd) cultivate at least 75% of the allotment plot;
  - ee) any uncultivated area of a plot to be kept strimmed or cut to ground level
  - ff) must control weeds both annual and pernicious;
  - gg) any hazardous materials to be kept locked away;
  - hh) leave any plot when being vacated in a reasonable state and should there be any cost incurred by the Council in clearing the plot/removal of buildings etc this will be borne by the outgoing tenant.
9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

11. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.
12. The tenancy may be terminated by the Council by service of one month's written notice if:
  - a) the rent is in arrears for 40 days or;
  - b) three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 7 and 8;
13. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
14. The termination of the tenancy by the Council in accordance with Clause 13 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
15. The tenancy may be terminated by the tenant serving on the Council not less than two months' written notice to quit.
16. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden.
17. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing
18. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be address to the Council's Clerk.
19. If the tenant dies, the tenancy shall be offered to the husband/wife/partner if they reside within the parish.
20. If you are unsure of compliance with these rules, clarification should be obtained from the Parish Clerk.

*Signed by*

*N Oliveira*

The tenant

Mrs C Helmn, Parish Clerk  
For and on behalf of the Council

## Guidelines for holding a bonfire on allotment plot 22b

1. Wherever possible, items from the allotments or community works should be recycled or composted and only as a final resort to be burnt on a bonfire.
2. Legislation
  - a) Bonfires must not cause a 'statutory nuisance' as defined in the Environmental Protection Act 1990. For example, causing a nuisance would be if the smoke was to enter people's houses or if it were blowing across people's garden and prevent their normal use of their garden.
  - b) Under section 161A of the Highways Act 1980, you cannot allow smoke from a fire to drift across a nearby road. You will face a fine if it poses a danger to traffic or leads to injury.
3. Only burnable items to be placed on the bonfire site. All non-burnable items, such as all plastics, to be taken home.
4. Bonfires are not to be held when the neighbouring fields have crops that are close to being harvested or if there is a danger of fire.
5. Build a bonfire well clear of sheds, fences and hedges.
6. Never use flammable liquids to start a bonfire, and never burn dangerous items such as aerosol cans, paint tins, foam furniture, or batteries.
7. Don't leave bonfires unattended. An adult should supervise it until it is fully extinguished, with no hot embers, before you leave it. If it has to be left, damp it down with plenty of water.
8. Always keep a bucket/water butt of water or a hosepipe nearby in case of emergencies.
9. Check the weather – wind direction should be NW to NE and avoid lighting bonfires in high winds.
10. Avoid having a bonfire when the air is still or damp hangs in the air which will only make the smoke linger and take longer to disperse
11. Keep children away from a bonfire.
12. Only add fuel (cuttings, branches, etc.) a bit at a time.
13. For safety reasons it is preferable for two people to be present when a bonfire is lit.

## Guidelines for Cultivation Standard

At the monthly Allotment Working Party meeting each plot will receive a grade from 1 to 5 as follows:

Grade 1	Commendation
Grade 2	Good
Grade 3	Satisfactory
Grade 4	Requires improvement
Grade 5	Unacceptable
New tenant	Under development

Grade 5 means that the plot needs a great deal of work to bring it up to scratch. This could/would include strimming paths, clearing rubbish, cultivation, removal of extraneous items and tidying up the total plot. Plots categorised as 5 would have 3 months to undertake this work or, under the tenancy agreement conditions, the tenancy will be withdrawn.