

Chipperfield Parish Council

TENANCY AGREEMENT FOR ALLOTMENT HOLDERS

THIS AGREEMENT made on this <Agreement date in words>
BETWEEN the Chipperfield Parish Council (hereinafter called the Council) and <Name of Tenant> of
<Address of Tenant>, (hereinafter called the Tenant), by which it is agreed that:

- 1 : The Council agrees to let and the Tenant agrees to hire as a tenant, from <Tenancy start date>, the Allotment Garden, the area being one <Half or Full> plot, which is part of the Allotment Gardens provided by the Council at The Common and at the current rent of <current annual rent>, and numbered <Plot reference number> in the Council Allotment Register.
- 2 : The Tenant shall pay a yearly rent on the commencement of the tenancy and thereafter by the 31st day of October each year.
- 3 : On the signing of the agreement the Tenant shall pay the council the full yearly rent.
- 4 : The Clerk to The Council is the sole manager of the allotment site.
- 5 : Clarification, specifications and guidelines to the following terms and conditions are contained in Annex A which forms an integral part of this agreement.
- 6 : This agreement shall be determined upon the following events:
 - a. The death of the tenant, except where there are joint tenants in which case the surviving tenant(s) shall continue the tenancy.
 - b. By either party giving to the other twelve months written notice.
 - c. In the event of the Tenant becoming bankrupt or compounds with their creditors.
 - d. By re-entry of the Council having given one month's notice in the event of the rent being outstanding for a period of 30 days whether legally demanded or not.
 - e. In the event of a breach of the conditions and obligations within this agreement.

THE TENANT HEREBY AGREES: (Articles)

1. **Sub-Letting:** Not to under let or assign or part with the possession of the allotment garden without the prior consent in writing of the Council. All new Tenants will be bound by a new Tenancy Agreement.
2. **Change of Address:** To forthwith notify the Council of any change of address.
3. **Reporting:** To report to the Clerk any areas of concern within the allotment boundaries as soon as possible.
4. **Access by Council:** To permit any officer or other representative of the Council to enter the allotment and inspect the condition thereof and any building erected or being erected.
5. **Adherence to the Law:** At all times during the tenancy to comply with and observe fully all enactments, statutory instruments, local and parochial byelaws, orders or regulations affecting the Allotment Field. The Tenant also agrees to comply with the current Allotment Policy as approved by the Council.

6. **Security:** Not to leave any gate or barrier unsecured when vacating the allotment field.
7. **Notices:** Not to erect any notice or advertisement on the allotment site. Notices may be placed on the site noticeboard with the agreement of the Clerk.
8. **Water Supply:** Not to use a hosepipe for any other purpose than to fill water butts/baths and to ensure that no tap keys are left on the taps after use. *See [Annex A3](#)*
9. **Cultivation:**
 - a. To use their allotment plot as an allotment garden and for no other purpose without the prior written consent of the Council.
 - b. To keep the allotment cultivated in good order avoiding weed infestation or any other condition that has a detrimental effect for neighbouring tenants. Failure to meet this condition may result in the Council taking remedial action as set out in [Annex A4](#).
 - c. If during the allotment year you are unable to cultivate or maintain your plot, either you or your representative must contact the Clerk, in writing, as soon as possible.
10. **Nuisance:** Not to cause or permit any nuisance or annoyance to the occupier or any other allotment gardener. Not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment.
11. **Children:** Children are very welcome and encouraged to accompany their parents on the plots but must be supervised at all times and not allowed to play on or interfere with other Tenants' gardens.
12. **Verges and Paths:** To maintain paths and verges for everyone's benefit. Bordering verges and paths are the responsibility of each tenant as determined in [Annex A5](#).
13. **Composting:** The Council encourages organic gardening and the composting of vegetative rubbish to help sustain and improve the condition of the soil. Composting should take place within the holder's own plot.
14. **Material General:** Not to place any sort of material onto the surrounding hedges, verges or access routes. Manure delivered to the plot must be retained within the Tenant's specific plot and not in any other location.
15. **Import or Removal of Material:**
 - a. Not to carry away any soil, mineral, gravel, sand or clay from the allotment site.
 - b. Not, without the permission of the Council, to import any materials onto the allotment unless for the sole purpose of aiding the cultivation of the allotment.
16. **Boundary Hedges:** Not, without the written consent of the Council, to cut or prune any boundary hedges, timber or other trees.
17. **Tree Planting:** Not to plant any trees other than dwarf fruit trees that will grow to less than 2 metres in height. They must not be planted where they would shade neighbouring plots and must not be planted less than a distance equivalent to their full-grown height from the edge of the plot.
18. **Rubbish Disposal:** Not to place any non-compostable rubbish on plots or surrounding areas. Any such rubbish should be removed from the allotment field by the Tenant and properly disposed of.
19. **Structures including Sheds and poly tunnels:**
 - a. Not, without prior written consent of the Council, to erect any structure on the allotment garden. Any building for which specific consent has been granted must be in accordance with plans or specifications submitted to the Tenant and in accordance with the parameters set out in Annex 6.
 - b. Not to erect any such structures outside the specific defined boundary of the Tenant's plot.

20. **Dogs:** To ensure that any dog brought into said allotment site is securely kept on a leash. All dog fouling to be removed and disposed of by way of the appropriate bin.
21. **Bonfires:** Not to light bonfires if there is a risk of smoke being taken by prevailing winds towards the School, Blackwell's café, the football field or tennis courts when these are in use. Bonfires should be kept under control at all times and not left unattended.
22. **Livestock:** Not to keep any animals or livestock on the allotment garden unless permitted by statute without the prior written consent of the Council.
23. **Determination:** To yield up the allotment at the determination of the tenancy strimmed or cultivated. Failure to do so will result in the loss of the deposit.
24. **Fences:** Not to erect fences above 1 metre in height. Rabbit fences of chicken netting, (and other fences of similar material), are permitted. The use of barbed wire is forbidden.
25. **Council Officers:** The Council asks you to respect our staff at all times. A zero-abuse policy operates, (Physical, written and verbal), towards any member of our team, Failure to do so may result in a notice to quit.

THE COUNCIL HEREBY AGREES:

1. To use its reasonable endeavours to ensure that the Tenant has peaceful use of the Allotment Field without interruption except as permitted under these terms and conditions.
2. To maintain a water supply between the months of February and November, or any other period dictated by the prevailing conditions.
3. To maintain the bordering 4 metre strip and all boundary hedges, fences and gates situated beyond the 4-metre strip.
4. To control and maintain all unallocated plots and plots that have been re-entered under event 6d to these terms and conditions.
5. To liaise with any Tenants nominated representatives.
6. To maintain a waiting list with priorities given as set out in Annex 7.

Agreement:

The parties do hereby agree to the terms and conditions as set out in this agreement.

(In the case of joint tenants, all parties must sign)

Signed _____ 1st Tenant Print name: _____

Signed _____ 2nd Tenant (if applicable) Print name: _____

Dated _____

Signed _____ (For and on behalf of Chipperfield Parish Council)

ANNEX A

1. **Probationary period:** New tenants will be subject to a probationary period to give the new tenant sufficient time to bring the plot up to a minimum cultivated standard as required by these terms and conditions. The Council will take appropriate action as set out in Annex A4 if the tenant fails to meet these standards. The probationary period will be six weeks but reduced to four weeks during the months of May, June and July.
2. **Deposits:** The deposit of <£ current deposit amount> will be used to cover any work which may have to be undertaken by the Council in the event that the tenant fails to meet the cultivation conditions set out in this agreement. If the deposit is utilised by the Council, then a new deposit will become immediately payable should the tenant wish to continue with the plot. The deposit will be returned, following the next Council meeting after the tenancy is surrendered, provided that no reparation payments due from the tenant are outstanding.
3. **The Water Supply:** The water supply to the Allotment Field is metered and the use of a hose pipe or sprinkler connected directly to the water mains to water any individual plot is forbidden, unless express permission is granted by the Council due to exceptional circumstances. Water containers are provided which can be filled by hose from the mains taps within the Allotment Field to enable hand watering of the allotment garden. No taps are provided for mains pipes, (to prevent vandalism), but each tenant will be given a key for their own use against a deposit of <£ current key deposit amount>. Hose pipes used for filling water containers must be kept on the plots or removed from site. They must not block access paths or be left on or under hedges. The water supply is turned off at the mains during the winter from November to February to prevent frost damage to the supply. The Council is very aware of the carriage of water and airborne pests which cause diseases. New tenants will be provided with covered water butts, but the Council will keep water storage under review specifically with a view to replacing the current bath storage with water butts.
4. **Cultivation of Plots:** It is the responsibility of the tenant, or their representative, to ensure that the plot(s) do not affect other tenants. Tenants should appreciate that weeds can grow at a rate of one foot per week at the height of the growing season. Where plots do not meet the requirements of article 9, the Council may:
 - a. Use the Tenant's deposit in order to take remedial action as explained in Annex 2 above. Each case will be dealt with on its own merits and will be at the sole discretion of the Council and will consider whether or not the tenancy will be offered for the next allotment year.
 - b. Give written warning by 1st class post of two weeks to clear the area, Failure to do so will result in the Council strimming the site at the cost of the tenant's deposit. If the plot then remains uncultivated the tenant will, by written notice of one week's notice, have their tenancy terminated.
5. **Verges and Paths:** The maintenance of verges and paths are the responsibility of the individual tenant. For the avoidance of doubt, when facing the school and tennis courts, all paths bordering the front and left of your plot will be your responsibility for their maintenance.
6. **Structures:** No structure shall be placed on the allotment field without the written consent of the Council. Where permission is granted to erect a structure, the following conditions must be met:
 - a. **All structures** – Shall be erected within the defined boundary of the plot not causing any obstruction to paths and tracks.
 - b. **Sheds** – Tenants will be limited to one shed per plot and not have dimensions greater than six feet, (Max L6' x W6' x H6'). All sheds erected on a plot must be in accordance with the dimensions provided.
 - c. **Poly tunnels** – The use of poly tunnels shall be limited to the following:
 - i. Poly tunnel should not be higher than 6ft at the highest point.
 - ii. The poly tunnel must be kept in good repair with no flapping plastic sheeting.
 - iii. The poly tunnel should be positioned so as to avoid shading the neighbouring plots.
 - iv. "Length" of tunnel should be limited to one plot length.

- d. **Fruit frames** – Shall be limited to the following: -
 - i. Must not be higher than 2 metres at the highest point.
 - ii. Must be kept in good repair with no gaps in the netting.
 - iii. Should be positioned so as to avoid shading neighbouring plots.
 - iv. Should be used for soft fruit plants and bushes only.
- e. **Cold frames** – Use shall be limited to the following: -
 - i. Cold frames must be constructed from durable materials using treated timber, aluminium or similar.
 - ii. Glazing is to be of polycarbonate, acrylic or other shatterproof material.
 - iii. Maximum dimensions of 1m (W) x 2m (L) x 1m (H).
 - iv. Maximum of two cold frames per plot.
 - v. Should not be unsightly and must not interfere with or present a nuisance to other tenants.
 - vi. Must not present a health and safety hazard.
- f. **Greenhouses** – Tenants shall be limited to one greenhouse per plot: -
 - i. Greenhouse frames must be constructed from durable materials using treated timber, aluminium or similar.
 - ii. Glazing is to be of glass, polycarbonate, or acrylic material.
 - iii. Maximum dimensions of 8' by 6'.
 - iv. Should not be unsightly and must not interfere with or present a nuisance to other tenants.
 - v. Must not present a health and safety hazard.
 - vi. Any broken panes to be removed from site and replaced immediately.
- 7. **Waiting List:** A waiting list will be maintained by the Clerk who will allocate vacant plots in the following priority order:
 - i. Residents of Chipperfield who are not existing tenants.
 - ii. Existing tenants who have completed a satisfactory, "Existing Tenant Exchange", application form and have forwarded the same to the Clerk, (subject to satisfactory history of cultivation of plot/plots).
 - iii. Residents of Bovingdon or Flaunden.
 - iv. Anybody residing outside of Chipperfield, Bovingdon or Flaunden.

The above preference criteria may be reviewed at any time in the light of demand for plots.