



1. THIS AGREEMENT is made on **28th February 2022** BETWEEN

Abbots Langley Parish Council, Council Offices, Langley Road, Abbots Langley, WD5 0EJ ("Parish Council") and

«Address_1»
«Address_2»
«Address_3»
«Address_4»

(the named person is referred to throughout this agreement as "the Tenant", "you", "yours" or "yourself").

2. WHEREBY IT IS AGREED as follows:

2.1. Agreement to let, description of allotment and term

You agree to take the allotment garden situated on «Allotment_Site» allotment garden and numbered Plot number «Plot_Number» in the register of allotment gardens kept by the Parish Council and containing in the whole approximately **124 square metres, 5 poles** ("the Allotment") on a yearly tenancy from «Let», at the current yearly rental of £«Rent». The yearly rental is subject to annual review.

2.2. Rent

2.2.1. You agree to pay the Parish Council the yearly rent of £«Rent» payable in advance from the date stated in clause (1) of this Agreement up to 30th September **2023** and from 1st October **2023** and on each anniversary of that date you agree to pay for the following year (or years) such increased yearly rent as the Parish Council requires (but subject to Section 10(1) of the Allotments Act, 1950) and gives you previous written notice, but a proportionate part if this tenancy extends over part of a year.

A discount of 50% of the annual rent will be granted for tenancies taken out on or after the 1st March.

2.2.2. All invoices are due for immediate payment. If payment of yearly rent is not paid within 28 days, a late charge of £10 will be payable with the yearly rent for which you will be invoiced.

2.2.3. If for any reason the invoice is not paid immediately, a reminder shall be sent after 15 days.

2.2.4. If the rent remains unpaid for a period of not less than 40 days, the tenancy shall be automatically terminated.

2.2.5 The rent currently in force will be subject to annual review by the council.

2.3. Deposit

2.3.1. At the commencement of a new tenancy agreement the tenant will be expected to pay, in full, an allotment deposit, which will be set at an amount equivalent to the half the first years rent. The amount of allotment deposit charged will therefore vary for each tenant according to the plot size.

2.3.2. Upon termination of the tenancy, either by the tenant or by the Council, the deposit will be returned only when the Parish Council is satisfied that the plot has been left tidy, free from excessive weeds and general waste, and all the tenant's contents have been removed from the allotment. The tenant must be available to meet the council for one final inspection if required.

2.3.3. In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish removed first, the Parish Council will do the necessary work and reclaim the costs incurred from the tenant.

3. Details of the tenancy.



The tenancy is subject to the Allotment Acts 1908 and 1950 and also the following conditions. You agree with the Parish Council to observe and perform the conditions set out below;

3.1. Alienation

- 3.1.1. Tenant shall not sublet or assign or part with possession of any part of the allotment plot. Should the plot become too large to manage easily, arrangements can be made for large plots only (124 square metres, 5 poles) to sub divide the plot and sign a new lease. It must be noted here that sharing an allotment with someone else does not confer any rights to that person, the tenancy remains with you and on its surrender is offered to the next person on the waiting list.

3.2. Use and conduct

- 3.2.1. The tenant shall use the plot as an Allotment and Leisure Garden only, wholly for the production of vegetables, fruit or flower crops, or honey for consumption or enjoyment by the tenant and his/her family and for no other purpose and not for profit.
- 3.2.2. The tenant shall not enter onto any other plot at any time without the express permission of that plot holder.
- 3.2.3. Any children that accompany the plot holder or any persons accompanying the plot holder may not at any time enter onto another plot without the express permission of that plot holder. The plot holder has full responsibility for the actions of children and others entering the site with his permission.
- 3.2.4. The tenant must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site through their behaviour and must conduct themselves appropriately at all times.

3.3. Cultivation

- 3.3.1. The tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the plot is being worked all year round. It can be noted here that bases for any permitted structures (glasshouses, sheds and poly tunnels), water butts and compost heaps must be sited within the plot boundary and these areas are exempt from this requirement to cultivate.
- 3.3.2. Within the first three months of the tenancy 25% of the plot must be under cultivation with crops. This is discretionary on the condition of the plot at the time of tenancy agreement and time of year the plot is let. After three months it must be seen that the plot is regularly tended to, and showing signs of progress. The remainder of the plot must be under cultivation within 12 months. At least 50% of the plot should be under active cultivation during the main growing season (March - September) and the remainder to be kept under control and clear of weeds.
- 3.3.3. The tenant shall lease an allotment 'as is'. If the allotment is in poor condition when the new lease begins, the Council will take this into account during any inspections due to take place within the first 12 months of the tenancy.
- 3.3.4. The Council shall inspect allotments at regular intervals throughout the year to ensure each allotment is being cultivated in line with the above. The tenant must notify the Parish Council of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness.

3.4. Allotment boundaries

- 3.4.1. The tenant shall keep all footpaths surrounding the plot in good condition, including mowing, weeding and keeping them free from obstructions. The safety of other plot-holders should be considered, i.e. branches trimmed, no slippery materials placed on the pathways, brambles cut back.
- 3.4.2. The tenant shall keep shrubs, plants and structures away from fences of adjoining premises by at least 500 cm.



- 3.4.3. The tenant shall maintain every hedge, tree, shrub or fruit bush that forms part of the allotment plot on a regular basis.
- 3.4.4. Tenants are to provide, fix and maintain in good condition in a conspicuous position on the front of their plot a small board bearing clearly the plot number of the allotment garden.
- 3.5. Green waste, bonfires and rubbish
 - 3.5.1. Tenants shall compost all green waste on their plot in self-built or ready-made containers.
 - 3.5.2. All refuse emanating from allotment cultivation that is not compostable must be disposed of off-site.
 - 3.5.3. The allotment plot must be kept clean and tidy, which means that the plot must be kept free of rubbish, sheet plastic and old carpet, plastic bags, plants pots and other such containers that are no longer being used on the allotment.
 - 3.5.4. The tenant must not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).
 - 3.5.5. Bonfires may only be lit on the allotment garden with prior consent from the Parish Council and following the guidelines for domestic bonfires issued by Environmental Health, Three Rivers District Council. (<http://www.threerivers.gov.uk> and search "bonfires".)
 - 3.5.6. The tenant must not cut or prune any timber or other trees or take or sell or carry away any mineral or gravel or sand or earth or clay without first obtaining the Parish Council's written consent.
- 3.6. Environment
 - 3.6.1. The tenant is to use their best endeavours to garden organically and encourage biodiversity. On those sites designated as Organic, such practices are mandatory.
 - 3.6.2. The use of pesticides and insecticides must be kept to an absolute minimum and tenants must ensure that they are not left unattended at any time.
 - 3.6.3. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended 1997).
 - 3.6.4. If using such pesticides and insecticides, the tenant must take all reasonable care to ensure that wildlife and adjoining plots hedges and trees and crops are not adversely affected.
 - 3.6.5. The tenant must respect all wildlife that inhabits the allotment and not to harm any species in any manner that is in violation to the Wildlife & Countryside Act 1981.
 - 3.6.6. The tenant shall practice water conservation techniques including utilizing covered water butts attached to sheds and greenhouses and consider mulching as a water conservation practice. Hoses must not be attached to water troughs or grey water tanks provided on allotment sites.
 - 3.6.7. If vermin are seen on the allotment gardens this must be reported to the Parish Council. Tenants are not permitted to set traps or lay bait or poison. The Parish Council uses an approved pest controller who will treat any infestation and make repeat visits to ensure any vermin are eradicated. The same applies to any ground nesting wasps.
- 3.7. Structures
 - 3.7.1. Written consent from the Parish Council is required to erect or place anything on the allotment, including a shed and poly tunnels. An application form is attached to this agreement.



- 3.7.2. Written consent from the Parish Council is required to plant any trees which must be on dwarf root stock.
 - 3.7.3. Permission will be granted, if all stipulations in the consent form are met, on the condition that the structures will be well maintained and that they do not interfere with neighbouring plot tenants or residential properties.
 - 3.7.4. If the tenant is granted permission for a shed, a system of guttering must be placed on the shed roof so as to collect rainwater in one or more water butts.
 - 3.7.5. The Parish Council can order the removal of any structure that has not been approved or is not well maintained.
 - 3.7.6. The tenant must remove from the allotment garden any broken or vandalised items.
 - 3.7.7. Tenants must be aware that anything that is placed on the allotment is not covered against theft, vandalism or storm damage. The council is not liable for loss or damage to property. The tenant must not enclose the plot with any form of fencing or use barbed wire in any circumstance.
- 3.8 Livestock & Bee Keeping
- 3.8.1. Written consent is required from the Parish Council to keep hens or rabbits on an allotment. Given the proximity to residential property it is unlikely such permission will be granted.
 - 3.8.2. Written consent is required from the Parish Council to keep bees on an allotment. If the tenant is granted permission, the tenant must sign a separate Bee Keeping agreement detailing the terms and conditions for the siting of bees on the allotment. An application form can be requested from the Parish Council.
- 3.9. Dogs
- 3.9.1. No animals are to be brought into any allotment garden, except for dogs on leads. Any fouling must be cleared up immediately. "Dog poo" bags are available from the Parish Council Offices (£1/pack - May 2016 price).
- 3.10. Advertisements
- 3.10.1. Tenants shall not erect any notice or advertisement on the allotment, the fence or on the gates to allotment gardens
- 3.11. Cars
- 3.11.1. No caravans or cars are permitted in the allotments.
- 3.12. Security
- 3.12.1 The tenant is responsible for keeping the entrance gate closed and locked after entering and leaving the allotment site.
 - 3.12.2 The allotment key must be returned to the council at the end of the tenancy.
 - 3.12.3 The Parish Council has the right to refuse admittance to any person other than the tenant or member of their family, unless accompanied by the tenant or member of the family.
 - 3.12.4 In the unfortunate cases of vandalism or thieving on the allotments the Parish Council cannot be liable.
 - 3.12.5 The tenant shall not cause a nuisance to other tenants, or neighbouring properties.
- 3.13. Tenants' circumstances
- 3.13.1 Prospective tenants must be residing in the civil parish to be offered a plot or in order to go on the waiting list for a plot to be offered.
 - 3.13.2 In periods of high demand for allotments residents are only entitled to one plot per household. A period of high demand is when the number of people waiting for a plot



on any one of the borough's sites is more than 25% of the total plots available across the borough.

3.13.3 The tenant must inform the Parish Council immediately of any change of address.

3.13.4. Any notice given by the Parish Council in respect of this agreement shall be sufficient if sent by post to the last known address of the tenant.

3.14. Disputes

3.14.1. Any dispute between yourself and another allotment holder or adjoining householder shall be referred to the Parish Council whose decision on the matter shall be final.

4. Enforcement of the tenancy.

4.1. For the purposes of management and maintenance an officer of the Parish Council can at any time enter the allotment garden to carry out plot inspections.

4.2. If this tenancy is breached the 28 Day Notice to Quit Enforcement Process is started, "Enforcement Notice 1" is sent to the tenant through the post. This notice requires the tenant to contact the Parish Council to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. The Parish Council will inspect the plot after 14 days to ensure that the breach is remedied. If within 14 days the tenant does not respond either by remedying the breach or contacting the Parish Council to discuss any extenuating circumstances, the Parish Council will send through the post an "Enforcement Notice 2" giving the tenant a further 14 days to remedy the breach of tenancy or advise of any extenuating circumstances. If, within the further 14 day period the tenant does not respond either by remedying the breach or contacting the Parish Council to discuss any extenuating circumstances, the Parish Council will automatically terminate the tenancy.

4.3. The 28 Day Notice to Quit Enforcement Process can be stopped at any time providing the breach of tenancy is remedied.

4.4 If within any 12 month period the tenancy is breached, remedied, and subsequently breached once again in the same way, the 28 Day Notice to Quit Enforcement Process as described above will resume rather than restart.

5. Termination of the tenancy by Council.

5.1. The tenancy of the allotment plot shall automatically cease of any one of the following circumstances;

5.1.1. On the death of a tenant.

5.1.2. If a tenant moves outside of the civil parish.

5.1.3. On the rent or any part of it being in arrears for more than 40 days.

5.1.4. If the tenant has not responded to the Parish Council or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.

5.2. A Termination letter will be sent to the tenant stating the reasons why the tenancy has been terminated and that they have 10 days to remove their belongings (gardening tools, shed, greenhouse etc unless otherwise agreed by the council) and any crops from the plot and return the key and tenancy agreement to the Parish Council.

5.3. The tenant must be available to meet the council for one final inspection if required.

5.4. Only when the Parish Council is satisfied that the plot has been left tidy, free from excessive weeds and general waste will the Parish Council terminate the agreement.

5.5. In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish removed first the Parish Council will do the necessary work and reclaim the costs incurred from the tenant.

5.6. The Parish Council will not reimburse for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.



5.7. The tenancy of the allotment garden shall determine on the Parish Council giving one month's notice if the conditions of the tenancy are breached and whenever the tenancy or right of occupation of the council terminates.

6. Termination of the tenancy by Tenant.

6.1. The tenant may give up the allotment plot by giving 28 days' notice in writing to the Council. If notice in writing is received on or before 1st February, a 50% refund of any rent paid in advance will be payable to the tenant. Notices received after 1st February and before the year end will not receive any compensation or refund of any rent paid in advance. Where a deposit has been paid, it will be refunded upon receipt of a request in writing from the tenant. Refund of the deposit is dependent upon satisfactory inspection of the plot demonstrating that the tenant has not breached the terms and conditions and has returned all keys.

6.2. If the tenant gives up the allotment plot he/she must ensure that the plot is cleared and returned to Council in a tidy condition. All Council sheds on the allotment plot must be vacated and emptied of all the tenant's contents and any padlock(s) removed. If the shed is vacated before the expiry of 28 days' notice, the tenant must notify the Council immediately. Should the tenant fail to vacate and empty the plot as directed, the Council shall remove and destroy any items left by the tenant.

6.3. The Council reserves the right to recover any costs for remedial work that is required should the tenant leave the allotment plot without rectifying any breaches to the terms and conditions.

Abbots Langley Parish Council
Allotment Tenancy Agreement



7. Tenancy review & amendments

7.1. The Parish Council reserves the right to review and amend if necessary the forgoing rules and regulations at anytime

8. IN WITNESS whereof the Parish Council and the Tenant have executed this Agreement as a Deed the day and year above appearing

SIGNED as a Deed by the duly authorised officer
of Abbots Langley Parish Council

Signed as a deed by the tenant
of Plot xx xx allotment gardens

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Witness

Witness

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Source: National Society of Allotment & Leisure Gardeners - Model Tenancy Agreement. (20120625), WHBC Updated Allotment Tenancy Agreement (20101004).

Document Revision History

Date	Version	Revision
04/10/2010	v4	Minor updates (delegated authority).
09/03/2020	v5	Para 2.2 Rent. Updated to include 50% rent discount for tenancies taken out after 1 st March (delegated authority).
23/02/2022	v6.1	Draft for review by Leisure. Terms and conditions updated to include addition of late fee on payment of invoices, ½ yearly deposit requirement on new tenancies, requirement to cultivate 50%+ of plot, section on arrangements for bee keeping on allotments, section to detail termination by tenant and handling of deposit and rental refunds. Approved by Leisure Committee, 23 February 2022 min 357iii

Abbots Langley Parish Council
Allotment Tenancy Agreement



[https://alpcouncil.sharepoint.com/sites/ALPCGeneral/Shared Documents/Allotments/Tenancy Agreements/2022/ALPC-Allotment-Tenancy-Agreement-v6.1-FINAL-\(All-Sites\) MASTER DO NOT AMEND.docx](https://alpcouncil.sharepoint.com/sites/ALPCGeneral/Shared Documents/Allotments/Tenancy Agreements/2022/ALPC-Allotment-Tenancy-Agreement-v6.1-FINAL-(All-Sites) MASTER DO NOT AMEND.docx)