

ST STEPHEN PARISH COUNCIL

Bricket Wood, Chiswell Green and Park Street

THE PARISH CENTRE STATION ROAD BRICKET WOOD

ST ALBANS HERTS AL2 3PJ

Tel: 01923 681443

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Conditions of Allotment Tenancy 2023/24

1. The normal period of agreement is 12 months commencing on 1st October in any year.
2. The rent payable is as determined by the Council from time to time and is payable yearly becoming due on 1st October.
3. In approved circumstances the rent may be reduced or proportionately charged.
4. The tenancy is subject to the Allotment Acts 1908 - 1950. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922, that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family.
5. The tenant shall keep the allotment clean, tidy, free of hazards (e.g. broken glass) and in a good state of cultivation and fertility. Tenants are required to cultivate at least 75% of the allotment plot during the main growing season (March - September).
New tenants will be allowed a reasonable length of time (as determined by the Council) to achieve the minimum level of cultivation, particularly where they have taken over a plot in poor condition.
6. The tenant shall not cause any nuisance or annoyance to other occupiers, adjacent residents or obstruct any path set out by the Council.
7. The tenant shall not underlet, assign or part with the possession of any plot.
8. The tenant shall not remove soil or prune Parish Council trees.
9. The tenant shall not interfere with Council fences or gates.
10. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council
11. The tenant shall not erect barbed wire or razor wire for any purpose.
12. The Tenant shall keep every hedge that forms part of the boundary of his allotment plot properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his allotment plot.
13. No bonfires will be permitted. Barbeques are permitted with the permission of the Council. Gas canisters must be stored off site and hot coals should be disposed of safely. Fire pits are not permitted.
14. It is the responsibility of the tenant to remove non-compostable material and rubbish from the site. Any compost bins or heaps should be sited within the allotment plot. Rubbish

bins will not be provided.

15. The maximum amount of the allotment plot allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

16. The tenant shall not erect or install any structure, building, shed, greenhouse, polytunnel or the like without the consent of the Council. Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any new permitted structures from 2020/21.

17. On termination of the tenancy, the tenant shall remove any hard landscaping, building, shed and/or rubbish from the site.

18. The tenant shall not utilise carpets or underlay on the allotment plot

19. Only domestic grade products available from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation. Tenants are prohibited from storing pesticides or other potentially toxic chemicals on allotment plots or in allotment sheds.

20. When using any sprays or fertilisers the Tenant must:

- take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur
- so far as possible select and use chemicals that will cause the least harm to humans and wildlife, other than vermin or pests
- comply at all times with current regulations on the use of such sprays and fertiliser

21. The tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times

22. Tenants are prohibited from using the allotment for trade or business purposes.

23. The keeping of animals on site shall be prohibited except with the prior consent of the Council.

24. The tenant shall not bring or cause to be brought onto the allotment site a dog unless it is held at all times on a leash and remains on the tenant's allotment plot only. Any faeces to be removed and disposed of off-site by the Tenant.

25. Children under the age of 12 years shall be accompanied by an adult. Whilst on site children should behave in a manner so as not to cause nuisance or distress to any tenant.

26. Use of the water troughs for any purpose other than the watering of the allotment plot or as recognised by the Council is forbidden.

27. A tenant shall not have more than two large allotment plots (equivalent 10 poles) *or up to four small allotment plots, charged at the equivalent large plot rate*. Large plots are around 5 poles (125m²) and small plots around 2.5 poles (64m²).

28. Tenants may not have bulk delivery of manure, top soil or the like without the prior agreement of the Parish Council.

29. Tenants will use the car parks where provided as opposed to parking next to their plot.

30. Any Member or Officer of the Council shall be entitled at any time to enter and inspect the allotments and any structure thereon.

31. The ground staff shall carry out routine inspections during January, April, July and any other time as deemed appropriate by the Council.

32. Rotovation may be carried out by the Grounds staff as and when time and weather conditions allow and as deemed appropriate by the Council. Rotovation will not be carried out unless the plot is completely clear of rubbish.

33. The Clerk reserves the right to issue non-cultivation notices as deemed necessary by the Council and to take action to terminate the tenancy if appropriate.

34. The issue of a non-cultivation notice within the previous twelve months will preclude the tenant, where that tenant has entitlement, from renting an additional plot, or from moving plots (unless that tenant wishes to move from a large plot to a small plot.)

35. The tenant shall notify the Council of intention to vacate by giving one month's notice. Termination will be effective if the rent remains unpaid for 40 days by giving one month's notice, or if the tenant fails to observe the Conditions of Tenancy as laid down by the Council.

36. With effect from 1 October 2014, tenant eligibility is extended to those who live no more than one mile from the parish boundary, measured as the crow flies.

37. Termination will be effective if the tenant is resident more than one mile out of the parish, by giving one month's notice, unless previously agreed with the Council.

38. The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant.

39. In the event that on termination of tenancy the site is not left clear of rubbish, The Council will reserve the right to charge the tenant a minimum of £50 which may increase depending upon the amount of rubbish to be removed from the site.

40. The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to **Section 1 of the Allotments Act 1922.**

The Council will not accept liability for any loss, damage or injury to tenants or their belongings occurring on the allotment site.

Please sign, date and return a copy of the document to the Parish Council.

I understand and accept the Conditions of Allotment Tenancy.

Signed.....

Print Name.....

Dated.....

Site and plot number: Allotment Site.....Plot/s:

Tenant Name:

Tenant Address:

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Contact telephone:

Contact Email:

Return via email a scan, photo or pdf of the completed page 4 of the Allotment Tenancy Agreement to:

amanda@ststephen-pc.gov.uk

Alternatively return a paper copy to:

St Stephen Parish Council
Parish Office
Station Road
Bricket Wood
Hertfordshire
AL2 3PJ

St Stephen Parish Council will hold and handle this information in accordance with the General Data Protection Regulations 2018. To view the full Privacy Policy visit the public documents pages at www.ststephenparishcouncil.gov.uk or contact us on 01923 681443 or email clerk@ststephen-pc.gov.uk