North Mymms Parish Council

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

The tenancy is subject to the Allotment Acts, 1908 to 1950, and to the regulations endorsed in this agreement, the allotment policy and set out in the application form. You agree with North Mymms Parish Council to observe and perform the conditions set out below;

THIS AGREEMENT made on the [insert date]

between North Mymms Parish Council (herein called the Council) of Parish Office, 1a Bushwood Close, Welham Green, Hertfordshire AL9 7YZ

and [insert plot holders name] (the named person is referred to throughout this agreement as "the tenant", "you", "yours" or "yourself").
of [insert plot holders address]

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at the site in Station Road and referenced as Plot Number [insert plot number] in the Council's Allotment Register.

2. The tenant shall pay the yearly rent of £42.50 whether demanded or not, which will be payable in full by the **first day of November** for every year of the tenancy (if the tenancy starts part-way through the year a pro-rata rent will be charged). The rent will be subject to an annual review by the Council, you will be notified in writing of any increase to rent.

3. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by yourself and your family.

4. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.

5. The allotments are provided primarily for residents of the Parish of North Mymms. When there is a waiting list for allotment plots, new applicants will be allocated plots before additional plots are allocated to existing plot holders. Allotment tenants must keep their contact details (address, phone number and email address) up to date with the Parish Clerk.

6. During the tenancy, the tenant shall:
   a) keep the Allotment Garden clean and in a good state of fertility and cultivation. The tenant must notify North Mymms Parish Council of any change in circumstances which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness;
   b) not cause any nuisance or annoyance to other plot holders, the owners or occupiers of land adjoining the Allotment Garden. Threatening, violent or intimidating behaviour towards other plot holders, staff, Councillors or the owners or occupiers of land adjoining the Allotment Garden will not be tolerated under any circumstances;
   c) Any disputes between yourself and another allotment holder or adjoining householder shall be referred to North Mymms Parish Council whose decision on the matter shall be final.
   d) the tenant shall not enter onto any other plot at any time without the express permission of that plot holder.
   e) not keep livestock, animals, beehives or poultry in the Allotment Garden;
   f) control any dog by use of a lead within the tenant's plot and common areas. Annoyance to other Allotment Holders would lead to the animal being prohibited. Any fouling must be cleared up;
   g) not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden. If the plot becomes too large to manage it may be possible to sub-divide the plot and sign a new lease. It must be noted here that sharing an allotment plot with someone else does not confer any rights to that person, the tenancy remains with you and on its surrender, it may be offered to the next person on the waiting.
   h) not erect a shed, greenhouse, polytunnel or other structure on the Allotment Garden without first obtaining the Council's written consent. Application forms are attached to this agreement. North Mymms Parish Council can order the removal of any structure that has not been approved or is not well maintained;
   i) on signing the tenancy agreement, the tenant shall pay a deposit of £50 refundable on termination of the tenancy subject to the plot being left in a clean and tidy condition (deposit amount will be subject to an annual review by the Council);
   j) not fence in the Allotment Garden;
   k) not deposit non-compostable refuse or stones on paths, hedges or other common land;
   l) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission. Application forms are attached to this agreement;
   m) must not lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent;
   n) shall keep shrubs, plants, structures and other belongings away from fences and hedges of adjoining premises by at least 50cm.
   o) the tenant shall keep all footpaths surrounding the plot in good condition, including mowing, weeding and keeping them free from obstruction;
   p) not use barbed wire on any part of the allotment plot;
   q) maintain on the plot in a prominent position the sign provided by the Council indicating the plot number;
   r) 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 property;
   s) not take, sell or carry away any mineral, gravel, sand or clay;

t) not burn or otherwise dispose of rubbish in such a way as to cause a nuisance to the immediate neighbourhood – i.e. local residents and other Allotment Holders. See Code of Practice re: Bonfires effective as from 1st June 1988. Under no circumstances should non-organic material be introduced onto the site for burning;
u) only use a hand-held hose on the Allotment Garden which will be subject to review if drought conditions are implemented by the water provider. Ensure that hoses are not left running at any time and where possible practice water conservation techniques;
v) not place tyres, carpets, large numbers of plastic containers, painted timber, scrap metal or large quantities of plastic sheeting on the Allotment Gardens at any time;
w) any other persons that accompany the plot holder must not enter onto another plot without the express permission of that plot holder. The plot holder is responsible for all action of others entering the site with their permission.
x) If using 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.
y) The tenant must respect all wildlife that inhabits the allotment and not harm any species in any manner that is in violation to the Wildlife & Countryside Act 1981.
z) 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.

7. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden.

8. The tenancy may be terminated by the tenant serving on the Council one month's written notice to quit. It must be in good condition and free from structures.

9. If this tenancy is breached the 28 days' notice to quit enforcement process is started, enforcement notice 1 is sent via email and post. This notice requires the tenant to contact the Council to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. If there is no response within 14 days enforcement notice 2 will be issued giving the tenant a further 14 days to respond. If after the 14 days the tenant has not remedied their breach or contacted the council, the council will automatically terminate the tenancy. The 28 days' notice to quit enforcement process can be stopped at any time providing the breach of tenancy is remedied.

10. The tenancy may be terminated by the Council on servicing one month's written notice if:
    a) the rent is in arrears for 30 days or;
    b) the tenant does not maintain the Allotment Garden in accordance with clause 6a.
    c) threatening, violent or intimidating behaviour in accordance with clause 6b.
    d) the tenant causes any nuisance or annoyance to other plot holders, the owners or occupiers of land adjoining the Allotment Garden in accordance with clause 6c.
    e) the tenant has not responded to the Council or remedied their breach of tenancy during the 28 days' notice to quite enforcement process.
    f) In the event that the tenant has not carried out the required work the Council may keep the deposit to cover the cost of restoring the plot to a workable condition

Signed (Tenant)	Signed (Parish Clerk)
Print Name	Print Name
Date	Date

Agreement Approved by North Mymms Parish Council on 4 September 2024.