

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 Fax: 01923 681338

Email: clerk@ststephenparishcouncil.gov.uk

Web: www.ststephenparishcouncil.gov.uk

Conditions of Allotment Tenancy 2019/2020

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.
5. The tenant shall keep the allotment clean, tidy 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, fences or gates. Where a plot adjoins a boundary hedge the tenant can cut back overhanging growth and put arisings on the Parish Council compost pile. Where adjacent to a hedge the tenant should keep a walkway clear between the hedge and plot to enable Council staff access to cut the hedge
10. The tenant shall not erect barbed wire or razor wire for any purpose.
11. The tenant shall be responsible for the cutting of grass paths around the allotment plot.
12. No bonfires will be permitted. Barbeques are permitted with the permission of the Head Groundsman. Gas canisters must be stored off site and hot coals should be disposed of safely. Fire pits are not permitted.
13. 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.
14. The tenant shall not erect any building, shed or the like without the consent of the Council.
15. On termination of the tenancy, the tenant shall remove any building, shed and/or

rubbish from the site.

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

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

18. Well behaved dogs are allowed on site but must be kept on a lead and under proper control.

19. 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.

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

21. 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).

22. Tenants may not have bulk delivery of manure, top soil or the like without the prior agreement of the Head Groundsman.

23. Tenants will use the car parks where provided.

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

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

26. Rotovation may be carried out by the Groundsman as and when time and weather conditions allow and as deemed appropriate by the Head Groundsman. Rotovation will not be carried out unless the plot is completely clear of rubbish.

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

28. 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.)

29. 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.

30. 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.

31. Termination will be effective if the tenant is resident more than one mile out of the parish, by giving one months notice, unless previously agreed with the Council (*exclusions to some existing tenants apply.*)

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

33. 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.

34. 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 the copy 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:

.....

.....

.....

Contact telephone:

Contact Email:

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@ststephenparishcouncil.gov.uk