



- 1.1 **THIS AGREEMENT is made on** **BETWEEN** Welwyn Hatfield Borough Council, of The Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE (“WHBC”) and

Name:.....

Address:.....

Town:.....

Postcode:.....

(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 garden and numbered in the register of allotment gardens kept by WHBC and containing in whole approximately square metres (“the Allotment”) on a yearly tenancy from at the current yearly rental of The yearly rental is subject to annual review.

2.2 Rent

2.2.1 You agree to pay WHBC the yearly rent of payable in advance from the date stated in clause (1) of this Agreement up to **31st March 2017** (but a pro rata payment if this period is less than a year) and on each anniversary of that date you agree to pay for the following year (or years) such increased yearly rent as the WHBC 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.

2.2.2 All invoices are due for immediate payment.

2.2.3 If for any reason the invoice is not paid immediately, a reminder shall be sent after 28 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.

3 Details of the tenancy

The tenancy is subject to the Allotment Acts 1908 and 1950 and also the following conditions. You agree with WHBC 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 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 and mainly for the production of vegetables, fruit or flower crops 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 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 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 with crops within twelve months.

3.3.3 The tenant must notify WHBC 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.

3.4.2 The tenant shall keep shrubs, plants and structures away from fences of adjoining premises by at least 50cm.

- 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 offsite.
- 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 WHBC and following the guidelines for domestic bonfires issued by Environmental Health, WHBC.
- 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 WHBC'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.

3.7 Structures

- 3.7.1 Written consent from WHBC is required to erect or place anything on the allotment, including a shed, greenhouse and poly tunnel. Application forms are attached to this agreement.
- 3.7.2 Written consent from WHBC is required to plant any trees which must be on dwarf root stock. Application forms are attached to this agreement.
- 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 greenhouse or shed, a system of guttering must be placed on a greenhouse roof or shed roof so as to collect rainwater in one or more water butts.
- 3.7.5 WHBC 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 such as glass from greenhouses and cold frames.
- 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

- 3.8.1 Written consent is required from WHBC to keep hens or rabbits on an allotment. Application forms are attached to this agreement.
- 3.8.2 Consent will only be given provided that the livestock is not prejudicial to human health or animal welfare or a nuisance to surrounding plot holders or residents. Applications forms are attached to this agreement and stringent animal welfare conditions apply.
- 3.8.3 Minimum standards in WHBC guidelines for keeping hens and rabbits on Allotments with regards to housing, food, water, animal husbandry, health and welfare must be met.

3.9 Dogs

- 3.9.1 No animals are to be brought into any allotment garden, except for dogs on leads.

3.10 Adverts

- 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

No caravans or cars are permitted in allotment gardens with the exception of the Moneyhole Lane site, where tenants may drive onto the site and park if space is available at any one visit along the access track. Parking is not permitted on the plots themselves.

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 WHBC 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 WHBC 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 borough 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 WHBC immediately of any change of address.

3.13.4 Any notice given by WHBC 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 WHBC 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 WHBC can at anytime 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 WHBC to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. WHBC 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 WHBC to discuss any extenuating circumstances, WHBC 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 WHBC to discuss any extenuating circumstances, WHBC will automatically terminate the tenancy.

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

5 Termination of the tenancy.

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

5.1.3 If the tenant has not responded to WHBC 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 WHBC.

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

5.4 Only when WHBC is satisfied that the plot has been left tidy, free from excessive weeds and general waste will the WHBC determine 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 WHBC will do the necessary work and reclaim the costs incurred from the tenant.

5.6 WHBC 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 WHBC giving one months notice if the conditions of the tenancy are breached and whenever the tenancy or right of occupation of the council terminates.

6 Tenancy review & amendments

6.1 WHBC reserves the right to review and amend if necessary the forgoing rules and regulations at anytime

7 IN WITNESS whereof WHBC 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 WELWYN HATFIELD BOROUGH COUNCIL



SIGNED as a Deed by the said

.....
Allotment Holder