

WELWYN PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT AND REGULATIONS

(Plots are to be used for domestic cultivation only)

THESE REGULATIONS SUPERSEDE ALL PREVIOUS REGULATIONS

- 1) The Council shall let to the tenant for him/her to hold as tenant from year to year, 1st April to 31st March) in the Allotments Garden being part of the Allotments provided by the Council **at LOCKLEYS DRIVE**.
- 2) The tenant shall pay a yearly rent on being served with an invoice by the **31st day of December** in each year.
- 3) The tenancy may be terminated by either party to this agreement serving on the other not less than **one month's** written notice to quit.
- 4) The tenancy of an allotment garden shall, automatically cease on the death of a tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates.
 - (a) if the rent is in arrears; or
 - (b) if the tenant is not duly observing the Rules affecting the allotment garden, or any other term or condition of his/her tenancy.
 - (c) if a tenant wishes to terminate a tenancy notice of not less than four weeks notice must be given in writing stating the intended date of departure and leave the allotment in good order.
- 5) The tenant shall, during the tenancy, carry out the following obligations:
 - (a) To keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
 - (b) The allotment must be regularly tended, well cultivated and kept free of rubbish, plastic bags and other such containers.
 - (c) Grass verges and hedged which form part of an allotment must be regularly cut.
 - (d) Tenants are not permitted to bring motor vehicles on to any part of allotment land. The carriageways must remain free of vehicle obstruction at all times.
 - (e) Bonfires must not be lit on allotment land.
 - (f) Tenants are not to sub-let or part with any portion of the plot without obtaining the written permission of the Council.
 - (g) Tenants are requested to use spray pesticides with care, and only when climatic conditions are suitable.

- (h) Not cause any nuisance or annoyance to the occupier of any other allotment garden, obstruct any path set out by the Council for the use of the occupiers of the allotment gardens, or create a nuisance.
- (i) Not to underlet, assign, or part with the possession of the allotment garden, or any part of it without the written consent of the Council.
- (j) Not, without written consent of the Council, to cut or prune any timber or other trees not rooted within the plot, or take, sell or carry away any top soil, mineral. gravel, sand or clay.
- (k) Tenants wishing to put up **compost enclosures** must first submit to **the Clerk of the Council** a detailed plan of their enclosure, including all measurements and material to be used. The Clerk will inform the tenant, in writing, whether or not the Council approves the plan, and until the Tenant receives such approval the tenant must not construct any part enclosure. If granted by the Council the Tenant will maintain any such building in good order.
- (l) Tenants wishing to erect any **structure** on the allotment garden must first submit to the **Clerk of the Council** a detailed plan of their proposed building, including all measurements and material to be used. The Clerk will inform the tenant, in writing, whether or not the Council approves the plan, and until the Tenant receives such approval the tenant must not construct any part enclosure. If granted by the Council the Tenant will maintain any such building in good order.
- (m)The Council **will** order the removal of an enclosure which is not approved in this way. Existing enclosures at 01 October 2008 will receive deemed consent.
- (n) Not to use barbed wire for any purpose.
- (o) To keep the width of the grass pathway surrounding the allotment garden and boundaries against public footpaths clear of obstruction and in good order and condition.
- (p) Not to keep any animals, livestock /poultry or bees of any kind upon the allotment garden.
- (q) No dogs are allowed on the allotments.
- (r) Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except for manure or compost or material for the purpose of making compost in such quantities as may reasonably be required for use in cultivation).
- (s) Not to use hoses connected direct to service pipes from tanks (although siphoning of water out of the water tank is permitted) nor use standing sprinklers.
- (t) To observe and perform any other special condition which the Council consider necessary to preserve the allotment garden from deterioration and of which notice to applicants for the allotment garden is given in accordance with these conditions.

- (u) To notify, forthwith, the Council of any change of address.
- (v) To notify the Council of any change in circumstance which, might impede on the cultivation of your rented allotment plot.
- (w) On termination of the tenancy, the allotment garden shall be handed back to the Council in such a condition as to comply with the requirements of these regulations.
- (x) The rent of an allotment garden shall, unless otherwise agreed in writing, be paid annually, **in advance** on being served with an invoice, by the **31st day of December** in each year. The invoice will cover the forthcoming period from 01 April to 31 March. The Council will not send reminders. Receipts will only be sent if the request is supported with a stamped self-addressed envelope.
- (y) **Should the fee remain outstanding on 01 January** the contract is deemed automatically terminated on 31st March with the Tenant notified accordingly.
- (z) The rent currently in force will be subject to **annual review** by the Council.
- (aa) The Clerk to the Council and their representative shall be entitled at any time to enter and inspect the allotment garden.
- (bb) Any Councillor of the Council shall be entitled, when directed by the Council, to enter and inspect an allotment garden.

6) The Council shall pay all rates, taxes, dues or other assessments, which may at any time be levied or charged, upon the Allotment Garden.

7) If the tenant shall have been in breach of any of the foregoing provisions of this Agreement/Regulations for a period of one month or longer, the Council may re-enter upon the Allotment Garden and the tenancy shall there upon terminate, but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

8) Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the **Clerk of the Council** and any notice to be given to the tenant shall be treated as sufficiently served if left at or posted to the address at the head of the agreement.

The Council reserves the right from time to time to review and amend, if necessary, the foregoing rules and regulations.

DATA PROTECTION ACT 1998

Under the above legislation, the Parish Council is required to advise you, as an allotment tenant, that your name, address, details of rent paid, and any other relevant details will be held on computer. The Council will process it for the purposes of administering the allotments. If you have any objection to these details being held on computer, then it will not be possible for a tenancy to be entered into, as the Council has no other means of processing the details of its tenants.

As part of the administration process, your name and address will be passed to the Clerk to the Council or their representative in order that he/she may liaise with you from time to time.

The Councillors of this Council will also have access to your name and address for the same reasons.

You are entitled to become a member of the Welwyn Allotments Association their details are enclosed.

Please note that, in signing the tenancy agreement, you will be agreeing to the entry of your name, address and other relevant details on the Council's computer only for the reasons described.