

ALLOTMENT TENANCY AGREEMENT

(plots up to 40 poles or 0.202 hectares used for domestic cultivation only)

THIS AGREEMENT made on the _____ day of _____ 20____ ,
between Berkhamsted Town Council. The Civic Centre, 161-163 High Street, Berkhamsted,
Hertfordshire HP4 3HD (hereinafter called the Council)
and _____ telephone number _____
whose address is _____
(hereinafter called the Tenant) by which it is agreed that:

- 1) The Council shall let to the tenant for him/her to hold as tenant from year to year, the Allotment Garden of the approximate area of _____ poles (being part of the Allotments provided by the Council at _____ and numbered _____ in the Council's Allotment Register).
- 2) The tenant shall pay a yearly rent of £ _____ on the 29th Day of September in each year and the first such payment shall be due on the first day of the month after the commencement of the tenancy.
- 3) The tenancy may be terminated by either party to this agreement serving on the other not less than twelve months written notice to quit, expiring on or before the 6th Day of April or on or after the 29th day of September in any year.
- 4) The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of a tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:
 - (a) if the rent is in arrears for not less than two calendar months; 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.
- 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) 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 with bonfires.
 - (c) 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.
 - (d) 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.
 - (e) Not, without written consent of the Council, to erect any building on the allotment garden. He/she will maintain any such building in good order.
 - (f) Not to use barbed wire for any purpose.
 - (g) 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
 - (h) Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent, in writing, of the Council.
 - (i) 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).

- (j) 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 (hand operated hoses connected to designated water tanks taps can be used provided tenants hold a current allotment water hose licence).
 - (k) 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.
 - (l) To notify, forthwith, the Council of any change of address.
 - (m) 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.
 - (n) The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly on the 29th September in each year.
 - (o) Any member or officer of the Council shall be entitled. at any time, 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 for a period of one month or longer, the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end, 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) On the termination of this tenancy, the tenant shall, be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 but, if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden, the tenant shall, before claiming any compensation from the Council, give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
- 9) 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 this agreement.

SIGNATURES:

Clerk of Berkhamsted Town Council

Tenant

DATA PROTECTION ACT 1998

Under the above legislation, the Town Council is required to advise you, as a new allotment tenant, that your name, address and details of rent paid, will be held on computer. It will be processed by the Council 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 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 Allotment Holders Representative for your site, in order that he/she may liaise with you from time to time- The Councillor representative for the site will also have your name and address for the same reasons.

If you are a tenant of Sunnyside allotments, your name and address will be passed to the Chairman of the Sunnyside Allotments Society and you will automatically become a member, unless you inform him/her to the contrary

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