



Sarratt Parish Council

Allotment Tenancy Agreement

- (1) Name: _____
- (2) Address: _____

- (3) Post Code: _____
- (4) Plot No. _____
- (5) Size (full plot/half) _____
- (6) Effective Date: _____
- (7) Telephone Number: _____
- (8) Email: _____

AN AGREEMENT made on the above date between Sarratt Parish Council (hereinafter called “the Council”) by the hand of its Clerk and DULY AUTHORISED AGENT of the first part of THE ABOVE NAMED (hereinafter called “the Tenant”) of the second part.

Whereby:

1. The Council agrees to let, and the Tenant agrees to take on, a tenancy from the effective date GIVEN ABOVE the allotment garden NUMBERED ABOVE on THE COUNCIL’S ALLOTMENT SITE OFF CHURCH LANE, SARRATT, HERTS at the YEARLY RENT applicable at the time and demanded by THE PARISH COUNCIL and subject to the provisos and conditions hereinafter contained.
2. The abovenamed allotments are Statutory Sites provided and protected under the Allotments Acts 1908-1950*. See <https://www.nsalg.org.uk/allotment-info/>

*Local Government Act 1894, s6(1)(c) and s19, and Small Holdings and Allotments Act 1908 ss33 and 61, Small Holdings and Allotments Act 1908, s 23(2)

3. The Tenant hereby agrees with the Council as follows:

- (i)** To pay the rent hereby reserved on the first day of April, or on receipt of a rent invoice at a later date, in every year during the continuance of this tenancy without any deductions whatsoever. The rent will be subject to annual review by the Council.
- (ii)** The rent is to be paid either by electronic bank transfer into the Council's bank account (details included at the end of this Agreement) or by cheque payment made out to Sarratt Parish Council. No cash payments for rent due will be accepted and the liability will remain outstanding until settled.
- (iii)** Bank Transfers are to clearly state the allotment number (s) in their reference description for transfer.
- (iv)** A deposit of £100 will be requested from all new plot owners from April 2022 which will be held by SPC as trustees and forfeited towards covering clearance and remedial costs if the plot is left to fall into disrepair.
- (v)** A levy will be charged for rectification if a plot is left in a state of disrepair.
- (vi)** To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council.
- (vii)** To keep the allotment garden tidy, free from weeds and well manured, and otherwise maintain it in good state of cultivation and fertility and good condition, and to keep any pathway or roadway included therein or abutting thereon reasonably free from weeds.
- (viii)** Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.
- (ix)** Not to underlet assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing of the Council.
- (x)** Not without the prior consent in writing of the Council to cut or prune any timber or other trees in the communal areas or take sell or carry away any mineral, gravel, sand, earth or clay from the site of the allotments.
- (xi)** Not without the prior consent in writing of the Council to erect any building on the allotment garden, and in regard to any building for which consent has been granted, to erect the same in accordance with the plans or specifications (and of materials specified therein) submitted to the Council by the Tenant. Ensure that any allowed structures are solidly built and will not collapse. Provide guttering and water capture facilities (e.g. water butt) to an allowed structure.

- (xii)** Not to erect any fence of barbed wire adjoining any path set out for use of occupiers of the allotment gardens.
- (xiii)** Not without the previous consent in writing of the Council, to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- (xiv)** Not to 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 reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situated in the said allotment site or in any adjoining land.
- (xv)** Ensure that there are no obstructions on the paths, that could be a hazard to other, and that tools and other equipment are not left unattended on shared pathways or other communal areas and are not left in a way that might cause accident or injury. The Council will not accept any responsibility for any injury caused by such items however caused.
- (xvi)** Ensure that tools and other equipment are used carefully and with due regard to the safety of the user and others.
- (xvii)** Ensure no hazardous chemicals or unauthorised substances are brought to the site.
- (xviii)** Take extreme care when driving on site.
- (xix)** No dogs are allowed on the allotment site.
- (xx)** Not to keep any animals or livestock of any kind upon the allotment garden without prior consent in writing of the Council.
- (xxi)** Not to erect any notice or advertisement on the allotment garden.
- (xxii)** To notify forthwith The Council of any change of address and/or contact details of the Tenant.
- (xxiii)** To yield up the allotment garden at the determination of the tenancy hereby created, in such condition, as shall be in compliance with the agreements herein contained.
- (xxiv)** To permit any officer or other agent or representative of the Council to enter the allotment garden and inspect the condition thereof and any building erected or being erected thereon.
- (xxv)** To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.

4. The Council hereby agrees with the Tenant that the Tenant, observing and performing the conditions and obligations on their part contained in this Agreement, may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
5. The Tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners:-
 - (a) by either party giving to the other three month's previous notice in writing expiring on or before the sixth day of April, or on or after the twenty ninth day of September in any year;
 - (b) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant on account of the allotment garden being required
 - (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision, or
 - (ii) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
 - (c) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant
 - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or
 - (ii) if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained, or
 - (iii) if the Tenant shall become bankrupt or compound with his creditors.
6. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant either personally or by pre-paid post to the Tenant's address / last known place of abode, or by email, or by fixing the notice in a conspicuous manner on the allotment garden and any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post or my email to the Clerk of the Council.

Please observe and refer to the attached policies in regard to Rents and Cultivation Standards

1. National Allotment Society Policy Document 103. Rents
2. National Allotment Society Policy Document 108. Cultivation Standards

Further information can be found on the National Allotment Society website:

<https://www.nsalg.org.uk>

SIGNED: _____
TENANT

SIGNED: _____
CLERK TO THE PARISH COUNCIL

DATE: _____

Payments to: Sarratt Parish Council

Co-op Community Bank A/c

A/c Number: 65524408

Sort Code: 08-92-99

Reviewed and adopted 11 April 2023