



Allotment Garden Tenancy Agreement & Regulations

Of Chorleywood Parish Council, South Lodge, Rickmansworth Road, Chorleywood, Herts ,WD3 5SL to be used for domestic cultivation only.

Agreement between the Council and;

Surname: Title:.....
First Name:.....
Address:.....
Post Code:.....
Telephone Number:.....
Email Address:.....

The Tenant Made on;

Date:.....

Whereby the council agrees to let and the tenant agrees to take on a yearly tenancy from the 1st April 20__, plot number __ and Site _____.

At a current yearly rent payable yearly on renewal of the tenancy as stated below. If the payment of yearly rent is not paid by the 31st May __ then a charge of £10 will be payable with the yearly rent for which you will be invoiced.

Current Yearly Rent £.....

The Tenancy is subject to the allotments Act 1908 to 1950 and to the regulations endorsed on this agreement and also to the following conditions;

The tenant hereby agrees to his name and address being held on the council's computer for the purpose of corresponding with him and with the following allotment rules.

Signed..... (On behalf of the Council)

Signed (Tenant)

Obligations Regarding the Handling of tenant Records (Including General Data Protection Act GDPR 2018)

- a) By signing this agreement you have agreed to your name and contact details and details of rent paid, to be held on computer. This information will be held for the purposes of administering the allotments and will be passed to both the allotment holders Representatives and Cllr's, as appropriate, all of whom assist with allotment administration.
- b) The tenant must notify the Council of any changes of address or email address. Failure to pay the allotment rent by the stated deadline because you have failed to notify a change of address could result in automatic termination of your tenancy.

Office Use Only		Date payment Received	
Invoice Number		Amount Paid	£
Allotment Site		Late Payment Charge	£
Allotment Plot			

Standard Allotment Garden Rules of Chorleywood Parish Council

1. The tenant will use the allotment as an allotment garden and for no other purpose.
2. The tenant will keep the allotment garden clear of weeds and maintain it in a good state of cultivation and fertility.
3. Keep paths and allotment boundaries clear of weeds and long grass.
4. Failure to maintain your plot in a reasonable condition required by the tenancy agreement by the beginning of June 20__ will result in the council giving you notice to reclaim your plot in order to offer them to those on waiting lists and could result in your plot tenancy being terminated.
5. The tenant will not underlet, assign or part with the possession of an allotment garden, or any part of it, without the written consent of the Council.
6. If tenants find it necessary to have a bonfire on the allotment site then every precaution should be taken to ensure that neighbours are not subject to inconvenience or smoke nuisance. Tenants are reminded of the requirements under the Environmental Protection Act 1990 in relation to smoke from bonfires that constitute a nuisance to the inhabitants of the neighbourhood, which are enforced by Three Rivers District Council.
7. Tenants shall not erect any shed or other building on an allotment garden but may site a locked box suitable for containing tools on their plot. The box not to exceed a size of 6' x 2' (1.8 m x .6 m).
9. The tenant shall not dump any rubbish or arising from their plot on the allotment site or any nearby areas.
10. No Asbestos material shall be brought onto the allotment site for any purpose.
11. The tenant must ensure all allotment gates are closed on entering or exiting from an allotment site.
12. The tenant should not use any carpet on their plot for any purpose, if you are found to be using this, a charge may be applicable as carpet can cause very costly damage to machinery.
13. The tenant shall not dump manure on any part of the allotment site unless previously agreed with the Parish Council.
14. Tenants are required to number their plots with a clearly visible marker.
15. A tenancy will be terminated on April 1st next after the death of any tenant, or by not less than six months' notice in writing given by the tenant or by the Parish Council, expiring on April 1st or October 1st in any year, or by re-entry of the Parish Council at any time after one month's previous notice in writing to the tenant:-
 - (i) If the rent or any part thereof is in arrears for more than forty days, or
 - (ii) If it appears to the Parish Council that there has been a breach of these conditions of tenancy on the part of the tenant.
16. Where the tenant of an allotment quits the land on the termination of the tenancy, the Council may recover compensation from the tenant equal to the cost of making good any deterioration of the land caused by failure of the tenant to maintain it in a clean and good state of cultivation and fertility.
17. Any notice may be served on a tenant either personally or by leaving it at the tenant's last known place of abode or by a recorded letter addressed to the tenant there, or by fixing the same in some conspicuous manner on the allotment garden.
18. These conditions of tenancy have been prepared in the interest of allotment tenants generally and the Parish Council trust that they will be observed by all tenants in this spirit.
19. Three inspections will take place each year
A notification system follows:
 - 1st Warning Notice
 - 2nd Warning Notice
 - Final evection notice if the Open Spaces Committee deem the plots are not sufficiently cultivated despite 2 prior notifications.
20. Any tenant wishing to relinquish their plot during the end of their tenancy is advised that it must be returned to the Council in a workable condition. The Council may recover compensation if the plot is returned to the Parish Council in an unacceptable state.