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Allotment Tenancy Agreement General Conditions under which Allotment Gardens are to be cultivated

THIS AGREEMENT made on the _____ day of _____ 2009, between Kimpton Parish Council (herein called the Council) and

of

(herein 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, Plot Number _____ being part of the Allotments provided by the Council and numbered in the Council's Allotment Register.
2. The tenant shall pay the yearly rent for an allotment garden on the first day of October.
3. The tenancy may also be terminated by either party to this agreement serving on the other not less than twelve months' written notice to quit expiring on the 29th day of September in any year.
4. The tenant shall reside within the Parish of Kimpton during the continuance of the tenancy. Should a tenant move away from the parish and wish to continue this agreement then written consent must be obtained from the Council. The tenant shall notify the Council within 14 days of a change of address. Where there is a waiting list for allotment plots those people who are resident within the Parish of Kimpton will be given priority at the tenancy renewal date.
5. The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the yearly rent day after the death of the 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 arrear for not less than thirty days; or
 - b) if the tenant is not duly observing the rules affecting the allotment garden or any other term or tenancy.

6. The tenant shall during the tenancy carry out the following obligations
- a) The tenant shall keep the allotment garden in a clean, decent and good condition and properly cultivated with good state of fertility;
 - b) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council; garden or obstruct any path set out by the Council;
 - c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption;
 - d) The tenant shall ensure that any livestock or poultry kept on the allotment do not cause nuisance or damage to other tenants or their plots. Furthermore, the keeping of such must be done in such a way that it is not detrimental to their health or wellbeing;
 - e) No dog shall be kept in the area of the allotments by the tenant or by anyone acting with his authority or approval;
 - f) Dogs are permitted to enter the allotment site but must be controlled by use of a lead and restricted to the tenants plot and common areas only. Furthermore dogs must not be permitted to foul allotment plots or common areas;
 - g) The tenant shall not underlet, assign or part with the possession of the allotment garden or any part of it, without the written consent of the Council, nor use it for any commercial gain
 - 1) Sub-Let plot holders must be registered with the Parish Council
 - 2) Sub-let plot holders must abide by the rules and conditions of the Allotment Tenancy Agreement.
 - h) The tenant shall not, without the written consent of the Council, cut, plant or prune any trees or take, sell or carry away any mineral, gravel, sand or clay;
 - i) The tenant shall not, without the written consent of the Council, erect any building or other permanent structure on the allotment garden nor fence the garden;
 - j) The tenant shall not deposit refuse or stones on the paths, hedges, roadways or other common land;
 - k) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetable and flowers for domestic consumption by himself and his family;
 - l) The tenant shall not take onto any allotment site any extraneous non-compostable rubbish or waste;

- m) The tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease under which the Council hold the land;
 - n) The tenant shall keep all paths between plots, and between plots and boundary fences or hedges at least 0.6 metres wide and clear of any obstruction;
 - o) The tenant shall be responsible for keeping the path adjacent to the east of the allotment plot neatly cut and trimmed and not abuse or damage any fence, hedge, gate or any other part of an allotment site;
 - p) The tenant shall not obstruct or permit obstruction of any paths on the allotments set out for the use of tenants of the allotment gardens;
 - q) The parking of cars on the right of way or any part of the allotment garden shall be prohibited. Tenants are allowed to use vehicles in the transportation of items to and from the allotment site;
 - r) The tenant shall not use barbed wire on any part of the allotment plot;
 - s) The tenant shall maintain on the plot in a prominent position the sign provided by the Parish Council indicating the plot number.
 - t) In the event of any damage being caused to any fence, hedge, gate or other part of an allotment site by the tenant or a person acting on the instructions of tenant whether due to a vehicle or otherwise, the tenant shall be responsible for repairing the damage or liable for the cost of such repair.
7. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
 8. 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.
 9. If the tenant shall have been in breach of any of the foregoing provisions of the 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.
 10. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for the Allotments Act 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 it notice in writing of the matters in respect of which any such compensation has been paid or promised.
 11. 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 delivered by recorded delivery post at the address at the head of this Agreement or by

registered letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment garden.

Mrs C Helmn
Clerk to Kimpton Parish Council

Tenant

..... (Signature)

..... (Signature)