

CHALFONT St. PETER PARISH COUNCIL

Council Offices, Gravel Hill, Chalfont St Peter, Bucks, SL9 9QX

Tel & Fax: 01753 891582 email: clerk@chalfontstpeter-pc.gov.uk

Website: www.chalfontstpeter-pc.gov.uk



Clerk: Mrs Debbie Evans

Love's Delight and Hill House Allotments Tenancy Agreement and Guidelines

An Agreement made on 20-- between Chalfont St Peter Parish Council and the Tenant.

Name:

Address

Telephone:

Email:

The Council agree to let the above take on a tenancy where the rent is reviewed annually on the following plot(s):

Love's Delight # _____

Hill House # _____

This Tenancy is subject to the Allotments Acts 1908 -1950; to any Regulations indorsed to or on this Agreement; and to the following Conditions

The Tenant agrees with the Council that they shall:

1. Pay the full rent before the day due in October of each year: £35 for a full plot: £25 for a half plot. If late payment is accepted there will be an administration fee of half the rental fee.

The Tenancy of the Allotment Garden shall 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 shall terminate.

It may also be terminated by the Council by re-entry on to the land after one months' notice: **or**

If the Rent is in arrears for not fewer than 40 days: **or**

Where the Tenant is not duly observing and/or carrying out the terms of the Tenancy; **or**

Where the Tenant becomes bankrupt or compounds with his creditors.

The Tenancy may also be terminated by the Council or by the Tenant by the giving of three (3) months previous notice in writing;

2. Not permit or cause any nuisance or annoyance to local residents or other allotment Tenants.
3. Maintain the plot at all times: Keep the plot free of weeds. Weeds allowed to grow to flowering stage may be cut down by the Council and the Tenant may lose his or her right to renewal the following year. If a plot is left uncultivated for more than three months during the growing season, the Council has the right to revoke the agreement. The use of weed killers and

pesticides normally available on the High Street shall be permitted but such products must be used in accordance with the manufacturer's instructions and with due regard for neighbouring tenants.

Paths between plots must be at least two feet wide and maintained by the allotment holder. Any fences erected around an allotment must not be more than 1.2 metres in height and must be of a temporary nature, ie: no concrete can be used to secure posts. Upon termination of an allotment agreement it is the responsibility of the outgoing tenant to dismantle and remove from the allotment any temporary fencing which has been erected. Any fencing can only be erected on the perimeter of the cultivated plots and pathways between allotments must remain accessible at all times. Any fence or hedge that forms part of the boundary of the plot shall be properly maintained by the Tenant.

Clear away all rubbish and waste. Tenants can erect compost bins for green waste but may not leave any waste on the allotment verges.

Turfs can be used to build grassed barriers no higher than 18 inches on their plots along public footpaths. Barbed wire shall not be used for any fence on or adjacent to an allotment plot.

4. Cultivate the plot only for the production of fruit, vegetables or flowers. Written consent from the Council is required for the cutting of trees which are not on the Tenant's own plot.
5. Not take, sell or carry away any minerals, sand, clay or earth.
6. Not allow any plant or supporting structure to overhang or obstruct adjacent plots and pathway.
7. Not to build any bank (other than a barrier referred to in para 3), wall, paved area or structure or other construction on the plot. A minimum of 75% of the plot shall be used for the cultivation of fruit, vegetables or flowers.
8. Not erect any building on the Allotment Garden. The erection of a tool box is permitted with the express consent of The Council and the tenant shall be responsible for it on or before expiry of the Tenancy
9. Ensure that tools and other equipment are used carefully and with regard to other allotment tenants. Tools are not to be left unattended on common pathways or other areas, nor left in any way that might cause accident or injury. Tenants may apply to the Clerk for permission to erect a small lockable tool store. The Council accepts no responsibility for the loss or damage to the store or its contents, nor for any injury caused by such items.
10. Supervise all children allowed onto the site.
11. Not allow dogs on to the site unless supervised and on a lead and to clear away from the site all dog faeces.
12. Not burn waste anywhere on the allotment site except from mid-October to mid-November and during February, when no non-allotment/plant waste shall be burnt, and the fire must be tended and not cause a nuisance.
13. Use water responsibly, never leaving hoses unattended or allowing hoses to cause a hazard on footpaths. No sprinklers are permitted to be used at any time.

In the event of drought or other emergency and a local or national water restriction is put in place, allotment holders will cease from using a hose pipe to water cultivated areas. Under such circumstances in the event the rules are breached, the Parish Council may terminate the Tenancy Agreement with the allotment holder.

14. Refer to the Council in any case of dispute between the Tenant and any other occupier of an allotment. The Council's decision shall be final.
15. Not transfer or sublet this tenancy agreement in whole or in part to any other person.
16. Inform the Council of any change of address and of circumstances which prevent the Tenant from maintaining the plot. Failure to do so could result in termination of this agreement.
17. Not to give the Mill Meadow gate lock code to any other person. Close and lock Mill Meadow gate to prevent unauthorised access.
18. Not keep any livestock on the allotment except that permitted under Statute without the prior express written consent of the Council. Keeping of bees on Hill House allotments is permitted, but not on Love's Delight. Tenants wishing to keep bees must gain agreement from the Parish Council. The Parish Council's regulations for keeping bees can be obtained from the Office.
19. When wishing to end this tenancy agreement, give notice in writing, or in person, at the Council offices
20. Shall accept any Member of or Officer of the Council shall be entitled at anytime when directed by the Council, to enter on and to inspect the allotment garden
21. Be aware that if there is a waiting list for an available plot, residents on the current Electoral Register for Chalfont St Peter will have first priority, the second priority will be the length of time spent on the waiting list. Those with an existing plot who wish to take on an additional plot, will be listed separately and only offered a plot when no prospective new tenants are waiting.
22. Have read and understood the foregoing "Conditions of Tenancy of Council Allotments" which I undertake faithfully to observe during my tenancy of allotment No:.....
23. Acknowledge that the Parish Council will hold personal details, pertaining to the Allotment Tenancy indefinitely, as required by Document Retention Law. Your privacy is important to us and we want to make sure you are aware of how the Parish Council manages, stores and uses your information. Along with your rights of access (Data Subject Rights). These details can be found on the Parish Council website, at www.chalfontstpeter-pc.gov.uk

The Council is not liable for any vandalism, damage, injury or loss on the allotment sites

The Council may end any tenancy by giving 14 days notice in writing if, after a written warning, the Tenant persists in breaching any part of the agreement.

Signed: _____ **Date** _____

Signed (on behalf of Council): _____ **Date** _____

15th September 2022