

ALLOTMENT TENANCY AGREEMENT

1 Recital

Longcroft Allotment Association (“the Association”) has delegated responsibilities to it by Welwyn Hatfield Borough Council (“the Council”) under a Management Agreement to grant allotment tenancies and manage the allotment site at Broadwater Crescent and Digswell Nursery in Welwyn Garden City (“the Allotment Site”) on behalf of the Council.

1.1 **THIS AGREEMENT** is made on BETWEEN the Longcroft Allotment Association (“the Association”) and the person named below

Name:

Address:

.....

.....

.....

(the named person is referred to throughout this agreement as “the Tenant”, “you”, “yours” or “yourself”).

2 WHEREBY IT IS AGREED as follows:

2.1 Agreement to let, description of allotment and term

You agree to take the allotment garden situated onallotment garden and numbered in the register of allotment gardens kept by Association and containing in whole approximately square metres (“the Allotment”) on a yearly tenancy from at the current yearly rental of The yearly rental is subject to annual review.

2.2 Rent

2.2.1 You agree to pay the Association the yearly rent payable in advance from the date stated in clause (1) of this Agreement up to 31st March in each year (but a pro rata payment if this period is less than a year) and on each anniversary of that date you agree to pay for the following year (or years) such increased yearly rent as required (but subject to Section 10(1) of the Allotments Act, 1950) and the Association gives you previous written notice, but a proportionate part if this tenancy extends over part of a year.

2.2.2 All invoices are due for immediate payment.

2.2.3 If for any reason the invoice is not paid immediately, a reminder shall be sent after 28 days.

2.2.4 If the rent remains unpaid for a period of not less than 40 days, the tenancy shall be automatically terminated.

2.2.5 The rent currently in force will be subject to annual review by the Association.

3 Details of the tenancy

The tenancy is subject to the Allotment Acts 1908 and 1950 and also the following conditions. You agree with the Association to observe and perform the conditions set out below:

3.1 Alienation

3.1.1 The Tenant shall not sublet or assign or part with possession of any part of the Allotment. Should the Allotment become too large to manage easily arrangements can be made to sub divide the Allotment and sign a new lease. It shall be noted here that sharing an Allotment with someone else does not confer any rights to that person, the tenancy remains with you and on its surrender is offered to the next person on the waiting list.

3.2 Use and conduct.

3.2.1 The Tenant shall use the allotment as an Allotment and Leisure Garden only, wholly and mainly for the production of vegetables, fruit or flower crops for consumption or enjoyment by the Tenant and his/her family and for no other purpose and not for profit.

3.2.2 The Tenant shall not enter onto any other Allotment at any time without the express permission of that plot holder.

3.2.3 Any children that accompany the Tenant or any persons accompanying the Tenant may not at any time enter onto another Allotment without the express permission of that Tenant. The Tenant has full responsibility for the actions of children and others entering the Allotment Site with his/her permission.

3.2.4 The Tenant shall not cause any nuisance or annoyance to other plot holders or neighbouring residents of the Allotment Site and shall conduct themselves appropriately at all times.

3.3 Cultivation

3.3.1 The Tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the Allotment is being worked all year round. It can be noted here that bases for any permitted structures (glasshouses, sheds and poly tunnels), water butts and compost heaps shall be sited within the Allotment boundary and these areas are exempt from this requirement to cultivate.

3.3.2 Within the first three months of the tenancy 25% of the Allotment shall be under cultivation with crops. This is discretionary on the condition of the Allotment at the time of tenancy agreement and time of year the Allotment is let. After three months it shall be seen that the

allotment is regularly tended to, and showing signs of progress. The remainder of the Allotment shall be under cultivation with crops within twelve months.

3.3.3 The Tenant shall notify the Association of any change in circumstance which might temporarily prevent cultivation of the Allotment such as prolonged holiday, accident or illness.

3.3.4 Allotment boundaries

3.3.5 The Tenant shall keep all footpaths surrounding the Allotment in good condition, including mowing, weeding and keeping them free from obstructions.

3.3.6 The Tenant shall keep shrubs, plants and structures away from fences of adjoining premises by at least 50cm.

3.3.7 The Tenant shall maintain every hedge, tree, shrub or fruit bush that forms part of the Allotment on a regular basis.

3.3.8 Green waste, bonfires and rubbish

3.3.9 Tenants shall compost all green waste on their Allotment in self-built or ready-made containers.

3.3.10 All refuse emanating from cultivation that is not compostable shall be disposed of off site.

3.3.11 The Allotment shall be kept clean and tidy, which means that the Allotment must be kept free of rubbish, sheet plastic and old carpet, plastic bags, plants pots and other such containers that are no longer being used.

3.3.12 The Tenant must not deposit or allow other persons to deposit on the Allotment any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).

3.3.13 Bonfires may only be lit on the Allotment with prior consent from the Association and following the guidelines for domestic bonfires issued by the Association on behalf of Environmental Health, the Council.

3.3.14 The Tenant shall not cut or prune any timber or other trees or take or sell or carry away any mineral or gravel or sand or earth or clay without first obtaining the Association's written consent.

3.4 Environment

3.4.1 The Tenant is to use their best endeavours to garden organically and encourage biodiversity.

3.4.2 The use of pesticides and insecticides shall be kept to an absolute minimum and Tenants shall ensure that they are not left unattended at any time.

3.4.3 The use and storage of chemicals shall be in compliance with the Control of Pesticides Regulation Act (amended 1997).

3.4.4 If using such pesticides and insecticides, the Tenant shall take all reasonable care to ensure that wildlife and adjoining Allotments hedges and trees and crops are not adversely affected

- 3.4.5 The Tenant shall respect all wildlife that inhabits the Allotment and not to harm any species in any manner that is in violation to the Wildlife & Countryside Act 1981.
- 3.4.6 The Tenant shall practice water conservation techniques including utilizing covered water butts attached to sheds and greenhouses and consider mulching as a water conservation

practice. Hoses must not be attached to water troughs or grey water tanks provided on allotment sites.

3.5 Structures

- 3.5.1 Written consent from the Association is required to erect or place anything on the Allotment, including a shed, greenhouse and poly tunnel. Application forms are attached to this agreement.
- 3.5.2 Written consent from the Association is required to plant any trees which shall be on dwarf root stock. Application forms are attached to this agreement.
- 3.5.3 Permission will be granted, if all stipulations in the consent form are met, on the condition that the structures will be well maintained and that they do not interfere with neighbouring Allotment Tenants or residential properties.
- 3.5.4 If the Tenant is granted permission for a greenhouse or shed, a system of guttering shall be placed on a greenhouse roof or shed roof so as to collect rainwater in one or more water butts.
- 3.5.5 The Association can order the removal of any structure that has not been approved or is not well maintained.
- 3.5.6 The Tenant shall remove from the Allotment any broken or vandalised items such as glass from greenhouses and cold frames.
- 3.5.7 The Tenant shall be aware that anything that is placed on the allotment is not covered against theft, vandalism or storm damage by the Association's insurance policy. The Association is not liable for loss or damage to property.
- 3.5.8 The Tenant shall not enclose the Allotment with any form of fencing or use barbed wire in any circumstance.

3.6 Livestock

- 3.6.1 Written consent is required from the Association to keep hens or rabbits on an Allotment. Application forms are attached to this agreement.
- 3.6.2 Consent will only be given provided that the livestock is not prejudicial to human health or animal welfare or a nuisance to surrounding Allotment Tenants or residents. Applications forms are attached to this agreement and stringent animal welfare conditions apply.
- 3.6.3 Minimum standards in the Guidelines for Keeping Hens and Rabbits on Allotments issued by the Association, with regards to housing, food, water, animal husbandry, health and welfare shall be met.

3.7 Dogs

- 3.7.1 No animals are to be brought onto the Allotment Site, except for dogs on leads.

3.8 Adverts

- 3.8.1 Tenants shall not erect any notice or advertisement on the Allotment, the fence or on the gates to the Allotment Site.

3.9 Cars

Motor vehicles are permitted on the Allotment sites at Broadwater Crescent and Digswell Nursery, where Tenants may drive onto the Allotment Site and park if space is available. Parking is not permitted on the Allotments themselves.

3.10 Security

3.10.1 The Tenant is responsible for keeping the entrance gate closed and locked after entering and leaving the Allotment Site.

3.10.2 The Association has the right to refuse admittance to any person other than the Tenant or a member of their family, unless accompanied by the Tenant or member of the family.

3.10.3 In the unfortunate cases of vandalism or thieving on the allotments the Association is not liable.

3.11 Tenants' circumstances

3.11.1 Prospective tenants shall be residing in the borough to be offered an Allotment or in order to go on the waiting list for an Allotment to be offered.

3.11.2 In periods of high demand for allotments residents are only entitled to one Allotment per household. A period of high demand is when the number of people waiting for an Allotment on any one of the borough's sites is more than 25% of the total Allotments available across the borough.

3.11.3 The Tenant shall inform the Association immediately of any change of address or contact details.

3.11.4 Any notice given by the Association in respect of this agreement shall be sufficient if sent by post to the last known postal address of the Tenant.

3.12 Disputes

3.14.1 Any dispute between yourself and another Tenant or adjoining householder shall be referred to the Association whose decision on the matter shall be final.

4 **Enforcement of the tenancy**

4.1 For the purposes of management and maintenance the Association can at any time enter the Allotment to carry out inspections.

4.2 If this tenancy is breached the **28 Day Notice to Quit Enforcement Process** is started and "Enforcement Notice 1" is sent to the Tenant through the post. This notice requires the Tenant to contact the Association to state their intention to continue with the Allotment and then remedy their breach of the tenancy within 14 days. The Association will inspect the Allotment after 14 days to ensure that the breach is remedied. If within 14 days the Tenant does not respond either by remedying the breach or contacting the Association to discuss any extenuating circumstances, the Association will send through the post an "Enforcement Notice 2" giving the Tenant a further 14 days to remedy the breach of tenancy or advise of any extenuating circumstances. If, within the further 14 day period the Tenant does not respond either by remedying the breach or contacting the Association to

discuss any extenuating circumstances, the Association will automatically terminate the tenancy.

4.3 The 28 Day Notice to Quit Enforcement Process can be stopped at any time providing the breach of tenancy is remedied.

5 Termination of the tenancy

5.1 The tenancy of the Allotment shall automatically cease in any one of the following circumstances:

5.1.1 On the death of a Tenant.

5.1.2 On the rent or any part of it being in arrears for more than 40 days.

5.1.3 If the Tenant has not responded to the Association or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.

5.2 A Termination letter will be sent to the Tenant stating the reasons why the tenancy has been terminated and that they have 10 days to remove their belongings (gardening tools, shed, greenhouse etc., unless otherwise agreed by the Association) and any crops from the Allotment and return the key and tenancy agreement to the Association.

5.3 The Tenant shall be available to meet the Association for one final inspection if required.

5.4 Only when the Association is satisfied that the Allotment has been left tidy, free from excessive weeds and general waste will the Association determine the agreement.

5.5 In the event that the Tenant refuses or is unable to undertake the work necessary to return the Allotment with all possessions and rubbish removed first the Association will do the necessary work and reclaim the costs incurred from the Tenant.

5.6 The Association will not reimburse for crops that remain or property that is left on the Allotment after the tenancy has ended, or for any improvements made to the Allotment.

5.7 Upon the termination for whatever reason of the Management Agreement (between the Association and the Council), the Council shall manage the Allotment Site and the Allotment tenancy until such time as a new manager is appointed or the decision of the Council is resolved to terminate your tenancy giving you at least one month's written notice of such terminate.

6 Tenancy review & amendments

The Association reserves the right to review and amend if necessary the forgoing rules and regulations at any time.

SIGNED by the said

(signature).....
(Allotment Tenant) (LAA representative)

Print name

THE LONGCROFT ALLOTMENT ASSOCIATION RULES

- 1. Name.** The name of the Association shall be: The Longcroft Allotment Association.
- 2. Objects.** The objects of the Association shall be:
 - 2.1 To promote the interests of allotment holders and gardeners and to take joint action for the benefit of its members.
 - 2.2 To co-operate with any committee set up by the Government, Local Authority and other bodies to further the interests of its members.
 - 2.3 To conduct negotiations in respect of land.
 - 2.4 To take such steps as may be required by the Local Authority for the good management and cultivation of allotments.
 - 2.5 To protect members' allotments from damage, trespass or theft.
 - 2.6 To arrange for instruction in horticulture: also lectures, discussions, exhibitions and competitions and to distribute literature.
- 3. Members of the Association shall consist of:**
 - 3.1 Classes of Members:
 - a) Allotment Tenant Members – any person renting an allotment managed by the Longcroft Allotment Association and whose application has been approved by the Committee.
 - b) Affiliated Societies – another society may affiliate to the Association in accordance with an agreement to be drawn up by the Committee.
 - c) Honorary Members – the Committee may, at its discretion, invite individuals to become Honorary Members of the Association. An Honorary Member may not hold office in the Association.
 - 3.2 Data Protection Act 1984
Members shall agree to their personal data relating to their membership of the Association only to be stored and used on a computer by the Secretary or another nominated person, for the purpose of the Association only, and in accordance with Section 33(2) (a) of the above act.
- 4. Subscriptions**

Every Allotment Tenant Member shall pay an annual subscription as determined by the Committee from time to time. The subscription is to include the affiliation fee to the National Society of Allotment and Leisure Gardeners Ltd.
- 5. Arrears.**

Any member who is one month in arrears with his subscription shall be held to have ceased to be a member, unless there are special extenuating circumstances.
- 6. Organisation.**
 - 6.1 The affairs of the Association shall be conducted by a Committee of Management of not less than seven members, the majority of whom shall be allotment tenant members.
 - 6.2 The Officers shall be a Chairman, Secretary and Treasurer together with two auditors who shall (with the exception of the auditors) be members of the Committee.
 - 6.3 The Officers and Committee shall retire at the Annual General Meeting but shall be eligible for re-election.
 - 6.4 Unless otherwise determined, the Quorum at Committee meetings shall be not less than four members.

6.5 The Committee shall have the power to co-opt other members onto the Committee from time to time, but they shall retire at the next Annual General Meeting.

7. Voting Rights.

7.1 Allotment Tenant Members and Honorary Members shall have full voting rights. Allotment Tenant Members only shall be eligible for membership of the Management Committee.

7.2 Members of affiliated societies may participate in all the functions of the Association but shall not have voting rights.

8. General Meetings.

The Annual General Meeting, at which the audited accounts and the Secretary's Report shall be submitted, and the Officers for the ensuing year elected, and other general meetings shall be held at such times as the Committee or a general meeting shall determine. Ten members shall form a quorum, and in the case of equal voting, the Chairman shall have a casting vote. Special general meetings shall be called on the requisition in writing of at least ten members.

9. Discussions at meetings.

No party political or sectarian discussions shall be raised or resolutions proposed, either at any Committee or general meeting of the Association.

10. Funds.

The Committee shall open a Banking Account in the name of the Association. All monies received from any source on behalf of the Association shall be paid into such account. Cheques shall be signed by the Treasurer and one duly authorised member of the Committee.

11. Audit.

There shall be appointed two auditors, who are not members of the Committee, to audit the accounts and submit their report to the Annual General Meeting.

12. Affiliation.

The Association shall nominate two of their members to be their representatives at meetings of the National Society of Allotment and Leisure Gardeners Ltd. And its subsidiary bodies, and shall agree to pay such annual affiliation contribution as may from time to time be prescribed by the National Society.

13. Offences.

The Committee may terminate the membership of a member whose conduct is proved to their satisfaction to be detrimental to the interests of his fellow members. Any charge against a member must be communicated in writing. Appeal from a decision of the Committee may be made to a special general meeting on the requisition in writing to ten members.

14. Conversion, dissolution, etc.

The Association may be converted into a registered society, or may be dissolved, or these rules may be amended by a two thirds majority at a general meeting, of which fourteen days' notice shall be given. The objects for which the meeting is called shall be stated in the notice convening the meeting.

15. Matters not provided for.

Any matters not provided for in these rules shall be dealt with by the Committee at its discretion.

(updated 2017)

Forms available on request:

- Application Form – Shed
- Application Form – Greenhouse
- Application Form – Polytunnel
- Application Form – Tree planting
- Application Form – Keeping livestock