



# THUNDRIDGE PARISH COUNCIL

Amended and adopted by the Parish Council 25<sup>th</sup> October 2022

## TENANCY AGREEMENT FOR ALLOTMENT GARDENS 2023

### **For domestic use only**

THIS AGREEMENT is made on the 1<sup>st</sup> day of January 2023

between the Thundridge Parish Council (hereinafter called the Council) and

**Name**.....

**Address**.....

.....

**email** .....

**phone**.....

(hereinafter called the Tenant) by which it is agreed that the tenant will abide by the Council Allotment Garden rules defined below.

Signed..... Tenant      **PLOT Number** .....

Date.....

Signed..... For Thundridge Parish Council

Date.....

**This page must be completed and returned to the Parish Council Clerk at  
17 Park Lane, Puckeridge SG11 1RL, or emailed to  
[clerk@thundridgeparishcouncil.org.uk](mailto:clerk@thundridgeparishcouncil.org.uk)**





# THUNDRIDGE PARISH COUNCIL

## **RULES FOR THUNDRIDGE PARISH COUNCIL ALLOTMENT GARDENS**

Adopted by the Parish Council 25<sup>th</sup> October 2022

All enquiries should be addressed to:

The Clerk, email: [clerk@thundridgeparishcouncil.org.uk](mailto:clerk@thundridgeparishcouncil.org.uk)

or sent to: 17 Park Lane, Puckeridge SG11 1RL



## Interpretation of Terms

### 1. Throughout these rules, the expression:

“Allotment Plot” or “Plot” means a defined area of land within each allotment site that is available to rent for an annual sum.”

“the Council” means Thundridge Parish Council and includes any Committee or Working Group of the Council. The Council will appoint such employees or others to carry out inspections or works at its sites as it thinks fit.

“Tenant” means a person who holds a tenancy of an Allotment Plot.

## Waiting List

1. The Parish Clerk maintains a waiting list for allotment plots.
2. It is at the sole discretion of the Parish Council whether an application will be accepted. Once accepted by the Parish Council the applicant will be added to the waiting list
3. Application for an allotment plot may be made through the Parish Council web site or by direct email to the Parish Clerk.
4. All applicants must supply a phone number and residential address. It is preferable that applicants also provide an email address.
5. On an annual basis the applicants on the waiting list will be contacted to confirm if they wish to stay on the waiting list. A non-response will result in the applicant being removed from the waiting list.
6. Vacant Allotment plots are offered to parishioners as a priority over non-parishioners. For the avoidance of doubt this means that parishioners who apply after non parishioners will be offered a vacant plot ahead of non-parishioners on the waiting list.
7. When an allotment plot becomes available the applicant who is first on the waiting list will be contacted by a member of the Parish Council using the contact details provided. If there is no response after a two week period the allotment will be offered to the next person on the waiting list.
8. An applicant may decline the allotment plot offered and remain on the waiting list.
9. On an annual basis the Parish Clerk will ask applicants if they wish to remain on the waiting list.

## Acceptance

10. By accepting the tenancy of the Plot the Tenant agrees to observe and abide by the rules set out by the Council. The Tenant also agrees to abide by any other terms and conditions which the Council may implement from time to time.
11. The Council shall let to the Tenant for him/her to hold as Tenant from year to year the Allotment Garden of the approximate area of 5 /10 rods being part of the Allotments provided by the Council.
12. The yearly tenancy contract runs from 1<sup>st</sup> January to 31<sup>st</sup> December.
13. The Tenant shall pay a yearly rent according to the prevailing rate for sites of approx. 5 rods/ approx.10 rods as appropriate (for 2023 being £15 for 5 rods and £30 for 10 rods) and will abide by the rules for Thundridge Parish council allotment gardens as defined below.
14. The yearly rent is for any full year or any part year and is non refundable if the tenant or the Council terminates the contract part way through the year.
15. A yearly rent is payable in full by all new tenants regardless of the date of starting the annual contract.
16. The Tenant agrees by signing this tenancy agreement to carry out a continuous risk assessment of the tenant’s use of tools and equipment, carrying methods, cultivation techniques, transportation methods of equipment and produce, and understands this is a requirement of taking an allotment tenancy.

## Use

17. The Tenant must use the Plot as an allotment garden that is for the production of vegetables, fruit and flower crops. Large garden shrubs are not permitted.
18. The Tenant must not keep any livestock on the Plot without prior written permission of the council. The council will only consider applications for the keeping of poultry – including hens but NOT cockerels<sup>1</sup> -

rabbits and bees. No other livestock is permitted. In the event of a bird flu outbreak, tenants keeping birds must comply with the regulations determined by Defra/APHA that require birds to be kept indoors for the duration of an epidemic and that strict biosecurity measures must be observed. Separate rules apply for the keeping of bees which must be complied with. The Tenant must also complete the relevant application form. There will be a need for plot holders who have kept livestock prior to 1<sup>st</sup> January 2023 to complete the application form and this will be used to compile a register of livestock on site. The purpose of maintaining the register is to comply with prevailing legislation. **(See application form below)**

*Footnote 1: 1950 Allotments Act, s12(1)*

19. The Tenant must not carry on any trade or business related to other interests beyond the terms of the tenancy from the allotment site. This includes using the Allotment Plot for miscellaneous storage.

#### **Cultivation**

20. The Allotment Plot must be kept clean, free from weeds, in a good state of cultivation and fertility, and otherwise maintained in good condition.
21. At least 80% of the allotment plot must be cultivated and in active use during the main growing season (March to September). The Council will allow new Tenants a reasonable period of time to reach these standards especially if they have taken over a Plot in poor condition.
22. Only small fruit trees may be planted on the Plot. These must be kept suitably pruned so as not to encroach on any pathway or adjoining Plot. However no more than 40% of the Plot should be set aside as a fruit orchard. Other species of trees are not permitted.
23. In the event that the Tenant is otherwise and temporarily incapacitated and unable to manage the Plot, the Council must be informed in writing. The Tenant must put in place measures to have the plot maintained at their own expense for the duration of their incapacity.

#### **Boundary Paths**

24. Each Allotment has a pathway on the uphill side that is adjoining the allotment neighbour's boundary. This area must be kept clear of trees. The pathway must be kept clear from weeds and, where grassed, regularly cut or mown. It must also be kept clear of rubbish or any other obstruction.
25. It is not permitted to cultivate any area outside of a plot boundary. Specifically no cultivation of the access road is permitted. This is to maintain a 3 metre access road width.
26. The access road is maintained jointly by the allotment holders.

#### **Sheds, Children's play equipment and Other Structures**

27. No shed, children's play equipment or other structure must be erected on the Allotment Plot without the prior written consent of the Council. This includes sheds, play equipment, fruit cages, poultry housing, beehives, greenhouses, glazed cold frames and poly tunnels. Tenants must comply with the separate regulations for these structures and must complete the relevant application form. **(See Form below)**
28. There will be a need for plot holders who have sheds and other structures prior to January 1, 2022 to complete the application form and to comply with Schedule 1. **(See Form below)**

#### **Fencing, Gates and Access**

29. Rabbit and vermin proof fencing may be erected around the Tenant's plot to fence it off from any pathways or other boundary set out by the Council. The fencing must be erected on a temporary basis whilst the tenancy of the Plot continues. Tenants must not use barbed or razor wire or corrugated iron as fencing materials.
30. To help maintain the security of the site, Tenants must ensure that the allotment barriers and gates provided by the Council for general access are secured after access and exit by those Tenants using such means.
31. There is a public footpath along the gravel access road. Council has previously agreed that there are no existing easements, dedicated footpaths, bridleways, Restricted By-ways or By- ways Open to All Traffic over the Council's property and there is no intention to create any easements or dedicated rights of way.
32. The Tenant shall maintain in decent order all fences and hedges bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary to the Allotment Garden.

### **Rubbish**

33. Unwanted plot refuse and discarded rubbish must not be left on Plots or communal areas at the site nor dumped into or over hedgerows or against boundary fences or on unused Plots. The Council recommends that all green waste should be composted by individual Tenants or burned if twiggy.
34. All rubbish must be removed from the rented allotment site by the Tenant in a timely fashion.

### **Bonfires**

35. Bonfires are allowed for the burning of diseased plants and organic material.
36. Due regard must be made as to prevailing wind direction in order not to cause annoyance to residential or other neighbours. Any burning must comply with the policy of East Herts District Council's nuisance regulations.
37. Bonfires must not be left unattended and must be completely extinguished before the Tenant leaves the site. In the interests of safety, it is not advisable to have bonfires in extreme dry periods. It would be prudent to keep a bucket of water within reach when having a bonfire.

### **Nuisance and Mechanical Tools**

38. No nuisance or annoyance must be caused to the occupier of any other Allotment Plot or neighbouring properties.
39. Headphones must be worn when listening to music on any given device.
40. Damage must not be caused to other Tenants' property, crops, nor to the infrastructure of the site.
41. In the interests of good relations with other Tenants or nearby properties, strimmer's, mechanical cutters or rotovators may only be used between the hours of 07.00 am to 8.00pm Monday to Saturday, and 8.00 am to 4.00pm on Sundays. The use of mechanical diggers requires express permission of the Council.

### **Watering**

42. The Tenant must exercise due and proper care of the water supply to prevent waste and must prevent contamination thereof and must not wash produce or tools in the water tanks provided by the council.
43. The Tenant should take reasonable steps to conserve and harvest rainwater. Water butts should be attached to sheds and other structures and covered with a loose lid where possible.
44. The Tenant shall not leave unattended hosepipes or sprinklers attached to the water tanks supplied by the council.

### **Chemicals and Weed Control**

45. Tenants must not bring on site or use any non-approved toxic chemicals. Tenants must safeguard the use of any approved fertilizers/chemicals and must not leave discarded items of this nature unprotected.
46. When using any type of chemical spray, a Tenant should speak to the Tenants on neighbouring Plots before use and be mindful of drifting chemicals in windy conditions. Organic sprays are preferable where possible.
47. If in doubt about the use of chemicals all Tenants are advised to contact the Council first to seek advice.
48. The Council does not recommend the use of old carpet to suppress weed growth. The Council may charge for removal of old carpet or other bulky items of waste abandoned on any plot. It is recommended that biodegradable materials be used for weed suppression.

### **Insurance**

49. Each Tenant is responsible for ensuring that they have cover for public liability and/or damages for persons in and around their plot.
50. The Council will not be held responsible for any damage or loss of personal items.
51. The Tenant agrees by signing this tenancy agreement to carry out a continuous risk assessment of the tenant's use of tools and equipment, carrying methods, cultivation techniques, transportation methods of equipment and produce, and understands this is a requirement of taking an allotment tenancy.

### **Dogs / Leadable Pets**

52. Dogs/leadable pets must be kept under strict control and be kept on a lead at all times when on the allotment site. All dog faeces must be removed from the site. All dogs/leadable pets must be kept securely within the Tenant's own plot.

## **Children**

53. Minors, whether individually or in family groups, whilst visiting the Council's allotment location must be fully supervised in the interests of their own safety and those of others. Under no circumstances should minors be allowed to wander around Thundridge Parish Council Allotments un-supervised.
54. Group or school visits should ensure that sufficient legally responsible adults are present to control and supervise their charges. A risk assessment should be carried out before any such visit, and other members of the group should be made aware of the results of the assessment. Groups must have sufficient insurance to carry out visits to the sites. The Council will not take responsibility for any damage, loss or accident.

## **Other Important Terms of Agreement**

55. Ball games are not permitted on the allotment sites because the council is not insured for these activities.
56. No trees belonging to the Council may be cut or pruned without prior consent from the Council
57. No mineral, gravel, sand or clay, may be taken, sold or carried away from the allotment site.
58. Firework displays are not permitted on allotment sites, nor must fireworks be ignited from any Plot at any time.
59. A pond may be permitted on an Allotment Plot to a maximum size of 36" x 24", for frogs, toads and newts for environmental purposes only. The pond must be netted, and other safety precautions implemented to prevent people falling in.

## **Vehicles**

60. Vehicle access is permitted in designated areas only. The designated areas being the access road and the amenity area. Tenants must not park at the entrances to allotment gardens or prevent access by others. Plots are not permitted to be used for parking space.
61. No overnight or long-term parking is permitted on any allotment site which includes the car park.

## **Criminal Damage**

62. The Council does not accept responsibility for stolen items or vandalism. All incidents should be reported to the police and a crime number be obtained. The Tenant's own insurance should cover these eventualities.

## **Assignment**

63. The Tenant must not assign, sublet, or part with possession of all or part of their Allotment Plot.  
*(Refer to the Assignment of Plots Policy below)*

## **Power to Inspect Allotment Gardens**

64. Any Member or Officer of the Council is entitled at any time and without prior plot holders permission to enter and inspect an Allotment Plot to ensure compliance with these rules.

## **Termination of Tenancy**

65. A tenancy year runs from 1<sup>st</sup> January to 31<sup>st</sup> December in any given year.
66. Once granted a tenancy will normally continue from year to year, subject to the following: The tenancy of a Plot must, unless otherwise agreed in writing, terminate on the due next rent day. In the event of permanent incapacity, or the death of a Tenant; wherever possible surviving family members should advise the Council if they wish to continue or terminate the tenancy or right of occupation. Each case of tenancy succession will be considered individually.
67. A tenancy may be terminated by the Tenant by giving one month's notice to the Council in writing at any time.
68. The Council also has the right to terminate any tenancy if the due rent is in arrears for more than 40 days, the Tenant is not duly observing the rules affecting the allotment or any other terms or conditions of this tenancy agreement.
69. The signed Tenancy Agreement must be returned to the Clerk within 30 days of its date of offer; failure to do so will be a breach of the Agreement and the Tenancy will be terminated forthwith.
70. If the Tenant shall be in breach of any of the foregoing provisions of the Agreement for a period of one month or longer, the Council will contact the tenant stating what the breach is, what the tenant needs to do to rectify the breach and stipulate a date that the breach must be rectified by. If the breach is not rectified in the stipulated time 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.

#### **Appeal Against Termination**

- 71.** Appeals against a notice to quit must be made in writing to the Clerk of the Parish Council within 10 days of the date of the notice.
- 72.** The Parish Clerk will review all evidence relating to the matter and consult with the Council before making a final decision against which no further appeal will be permitted.

#### **Notices and Change of Address**

- 73.** Any notice may be served on a Tenant personally or by sending an email notification and / or leaving it at the last known address, place of abode or by letter addressed there, or by fixing the same in a conspicuous manner on the Allotment Plot involved.
- 74.** The Tenant **must** immediately inform the Council in writing of any change in their address or any other contact details.



## SCHEDULE 1

This schedule contains the regulations for sheds, children's play equipment and other structures which the Council, as landlord, may grant the Tenant permission to erect or retain on their Allotment Plot. The Council's consent is subject to the Tenant obtaining and complying with any applicable planning permission and building control regulations. If the Tenant is in any doubt as to the applicability of either planning permission or building regulations for their structure, the Tenant is responsible for obtaining advice from East Herts District Council, which is the local Planning Authority. The Tenant is responsible for any costs relating to planning permission or building control regulations. Any liability associated with failure to comply is the responsibility of the Tenant.

### Existing Structures

1. The Council honours pre-existing sheds, children's play equipment and other structures on all Allotment Plots prior to January 2022, subject to these complying with current safety and insurance requirements.

### Applications (Refer to application form below)

2. Applications for permission to erect sheds, children's play equipment and other structures must be submitted on the appropriate form to the Parish Council Allotment Working Group. No installation must take place until the proposal is agreed and written permission is obtained from the Council.
3. Applicants will be notified in writing, of the decision to grant or refuse permission. Appeals may be submitted in writing to the Parish Clerk and will be determined at a meeting of the Council.

### Sheds and Other Structures

4. The size of sheds, and other structures permitted shall be determined as a proportion of the area of the Plot concerned and no more than 25% of the area of a Plot shall be occupied by a shed or other structure.
5. Sheds and other structures must not be built with permanent foundations. Any base material, such as paving slabs should be removed by the Tenant on vacation of the Plot in the event that the shed or greenhouse is so removed.
6. All greenhouses constructed of glass must be sited away from main access paths to reduce the risk of damage.
7. The Council takes no responsibility for damage, or loss, or personal injury, howsoever caused and will not entertain any request for compensation. It is the responsibility of each tenant to take out insurance if they deem it necessary.

### Storage

8. Tenants are advised not to store valuable equipment in their sheds or structures and must not store petrol, oil, lubricants or other inflammable materials therein.

### Monitoring and Compliance

9. Tenants shall be notified in writing of requirements to repair, maintain or remove any structure that does not comply within the conditions set out, or is believed to be unsafe or insecure.
10. On receipt of such notice the Tenant will have one month to comply with the notice.

### Risk and Vacation

11. All installations are at the risk of the Tenant. The Council accepts no liability for loss, damage or vandalism however caused.
12. In the event of a Tenant giving up a site, it is the responsibility of the Tenant to remove any construction from the Plot prior to vacation and termination of the agreement. The Council will recharge the Tenant at cost, of any charges incurred during the removal of an abandoned structure because of the failure of the Tenant to clear the Plot to the satisfaction of the Council.
13. A Tenant can part with any structure to another Tenant on completion of a fresh set of applications being made to the Council under the above rules.

The above rules were revised and adopted by Thundridge Parish Council on 25<sup>th</sup> October 2022

-----

**APPLICATION TO SITE STRUCTURES AT THUNDRIDGE PARISH COUNCIL  
ALLOTMENT GARDENS**

Tenants must not site any structures on the Plot without prior written permission of ThunDRIDGE Parish Council. Permission will be granted at the discretion of the Parish Council.

FULL NAME .....

ADDRESS .....

POST CODE .....

Phone No. ....

Email .....

Plot No ..... Date .....

TYPE OF STRUCTURE

SIZE

MATERIALS

PROPOSED INSTALLATION DATE

ADDITIONAL INFORMATION

**APPLICATION FOR KEEPING LIVESTOCK AT THUNDRIDGE PARISH COUNCIL  
ALLOTMENT GARDENS**

Tenants must not keep any livestock on the Plot without prior written permission of the Parish Council. The Council will only consider applications for the keeping of poultry, rabbits, and bees. Permission for keeping livestock will be granted at the discretion of ThunDRIDGE Parish Council.

***NB: It is the tenant's responsibility to ensure that all livestock kept on their allotment are kept in accordance with prevailing legislation concerning that particular type of livestock. For example, when there is an outbreak of Avian flu, ALL domestic fowl must be kept under cover to prevent contamination from wild birds and to mitigate the spread of disease.***

FULL NAME .....

ADDRESS .....

POST CODE .....

Phone No. ....

Email .....

Plot No ..... Date .....

TYPE AND NUMBER OF LIVESTOCK. eg. 4 chickens, 1 bee hive, 6 Rabbits

PROPOSED DATE OF BRINGING LIVESTOCK ON SITE

ADDITIONAL INFORMATION

# Thundridge Parish Council

## ASSIGNMENT OF ALLOTMENT PLOTS POLICY

Adopted March 2021

### **The assignment of allotments.**

Since early 2021 the demand for allotments has far exceeded the Council's ability to supply plots. This policy is intended to ensure that as plots become available, they can be assigned on a basis that is fair and equitable to all.

Current plot assignments as defined in the Council's list are not impacted by this policy.

All plots that are available as from the implementation of this policy will be assigned in accordance with the below.

All applications for a plot must be made in writing (post or e-mail) to the Clerk. The clerk will acknowledge the request when the person's name is added to the list.

### **Priority for new plots will be as follows:**

- 1 People who live in the Parish of Thundridge and do not presently have an allotment will be given top priority until all persons on the list who do not have an allotment are exhausted. Only one additional plot can be assigned at a time.
- 2 People who live in the Parish of Thundridge and do presently have an allotment will be given the next level of priority. Only one additional plot can be assigned at a time.
- 3 People who live outside of the Parish of will have the lowest level of priority. Only one additional plot can be assigned at a time.

### **Joint tenancy**

Where a plot is held in joint tenancy, if one of the tenants should decide not to continue, the remaining tenant will be offered the sole tenancy moving forward and shall not be required to vacate the plot and re-join the waiting list. Plot succession within the same family (living at the same address) will also be allowed, subject to agreement by the Parish Council.

If requests that fall out of the above assignment guidance arise, they shall be dealt with in the most fair and equitable manner possible, always prioritising the interests of Thundridge Parishioners.

The Parish Council will use the waiting list in order to assign newly available plots in the order defined by the list.

To be reviewed annually by the Council