

## WARE TOWN COUNCIL

### ALLOTMENT TENANCY AGREEMENT

The Priory, Ware, Herts. Tel: 01920 460316

**AN AGREEMENT** made on the.....day of.....Two thousand .....  
between **WARE TOWN COUNCIL** (hereinafter called "the Council") by the hands of its Clerk and  
duly Authorised Agent of the one part and  
of.....  
(hereinafter called "The Tenant") of the other part.

#### **WHEREBY:**

1. The Council agrees to let and the Tenant agrees to take on the tenancy from the .....day of..... Two thousand ..... the Allotment garden/s numbered.....on the Council's Allotment site at **Crosspath Field/Warehouse Field** at the yearly rent of.....and subject to the provisos and conditions hereinafter contained.
2. The Tenant hereby agrees with the Council as follows:
  - (1) to pay the rent hereby reserved on the first day of October in every year during the continuance of this tenancy without any deductions whatsoever.
  - (2) to use the allotment garden as an allotment garden that is to say, wholly and mainly for the production of vegetables, fruit and flower crops.
  - (3) not to plant large shrubs.
  - (4) to keep the allotment garden clean free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility.
  - (5) to ensure that at least 70% of the allotment plot is 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.
  - (6) not to plant any trees save for small fruit trees which must be of a dwarf variety and kept suitably pruned so as not to encroach on any pathway or adjoining plot and which must not take up more than 40% of the plot.
  - (7) not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.
  - (8) not to underlet assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council.
  - (9) not to use hosepipes to water the allotment directly. Hosepipes can only be used to fill watering cans or containers.
  - (10) save as is required to comply with sections (6) and (15) of this clause 2 not without the prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.
  - (11) not without prior consent in writing of the Council to erect any building on the allotment garden. Consent will only be given to erect one shed or greenhouse not larger than 2.00m x 1.50m x 3.00m overall height. No consent will be given to erect a permanent structure constructed other than with timber i.e. no concrete, brickwork or similar materials will be permitted, bases should be slabs laid on a sand base. For greenhouses only polycarbonate, Perspex or other non-glass alternatives may be used.
  - (12) not to erect any fence of corrugated metal sheeting, barbed wire or any other material which in the opinion of the Council is dangerous or unsightly adjoining any path set out for use of occupiers of the allotment gardens and to ensure that any other type of small fence erected is kept at least 150mm away from the boundary of the plot.
  - (13) not to deposit or allow other persons to deposit on the allotment garden any refuse, rubbish or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any such matter in any hedges,

ditches, dykes or vacant area not specifically set aside for that purpose, situate in the said allotment site or in any adjoining land.

- (14) to ensure that any dog brought into the said allotment site is securely held on a leash.
  - (15) to maintain any path or track abutting the said allotment garden in a clear and even condition and to maintain any path between plots to a minimum width of 600mm to allow safe pedestrian access. Overhanging trees, bushes, shrubs and the like shall be cut back to the allotment boundary line as necessary to ensure compliance with this condition
  - (16) not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council and to comply with the Council's guidelines on the keeping of hens and bees.
  - (17) not to install any swings, slides or Household furniture on the allotment site.
  - (18) not to bring any fireworks on to the allotment sites at any time.
  - (19) not to erect any notice or advertisement on the allotment garden.
  - (20) to notify forthwith the Council of any change of address of the Tenant.
  - (21) to ensure that at determination of the Tenancy the allotment garden is in good condition meeting the terms of this agreement.
  - (22) to permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof, and of any building erected or being erected thereon.
  - (23) to observe and comply with any other conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 7 of this Agreement.
3. The Council grants to the Tenant the right of access to and egress from the allotment garden over the Council's land. The Council hereby confirms 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. Tenants who access the allotment site (Crosspath Field) via gates in rear fences do so without the permission of the Council and therefore cannot claim any easement or right of way over the Council's land.
4. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
5. The Council reserves the right to review and alter the rent payable at any time subject to at least 12 months notice being given to the Tenant.
6. This tenancy shall determine on the death of the tenant and may also be determined in any of the following manners:
- (1) by either party giving to the other twelve month's previous notice in writing expiring on the day before the next following rent day.
  - (2) by re-entry by the Council at any time after giving three month's previous notice in writing to the Tenant, on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining, or any other industrial purpose or for any roads or sewers necessary in connection with any of those powers.
  - (3) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
    - (i) if the rent of any part thereof is in arrears for not less than forty days whether legally demanded or not or :
    - (ii) if it appears to the Council that there has been breach of the condition and obligations on the part of the Tenant herein contained of which the Council has

previously given the Tenant notice and the tenant has failed to remedy the breach within the timescale given in that notice.

7. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there, or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

AS WITNESS the hands of the parties hereto the day and year first before written.

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The Tenant

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Town Clerk

For Office Use: Card.....Computer.....	Details to WAGS.....
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