

TRING TOWN COUNCIL

COUNCIL CHAMBER, THE MARKET HOUSE, 61 HIGH STREET, TRING, HERTS HP23 4AB

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Claire Hill - Allotment administration: admin@tring.gov.uk

Allotment Garden Tenancy Agreement and Regulations

AN AGREEMENT made this day

BETWEEN Tring Town Council and

Name _____

Whereby the Council agrees to let and the Tenant agrees to take on a yearly tenancy from the 1st of October 2014, plot number(s) in the Register of Allotments provided by the Council at the yearly rental price of £40.00 (10 poles) for a full plot and £20.00 (5 poles) for a half plot. (1 pole is equivalent to approximately 5m x 5m = 25m²)

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this agreement and also to the following conditions:

1. The allotment year is from October to September.
2. Rent to be paid each October to the Town Council by, cheque or cash. Cheques to be made payable to "Tring Town Council".
3. The rent shall be paid by the 1st day of October each year.
 - On purchase of a new plot, a £25.00 deposit is required.
4. Children and dogs are welcome but must be supervised at all times.
5. No livestock to be kept on site.
6. No sheds to be erected.
7. No shrubs and trees to be grown on the allotment plots however; the planting of fruit-bearing trees shall be permitted provided they do not exceed 1.8m in height (dwarf stock)
8. No household waste products to be stored on the plots; i.e. peelings/organic waste (this encourages rodents).
No traps to be laid or poison put down for rodent control.
9. He/she shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
10. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or obstruct any path set out by the Council for the use of the occupiers of the allotment plot.

11. All plots and paths must be cultivated and fully maintained and kept in a clean and tidy condition with no household rubbish dumped on or around the plot.
12. No rubbish or anything other than reasonable garden waste can be taken to the garden waste area at Plot 54 for use by the allotment holders. **NO BONFIRES are permitted**
13. He/she shall not cut or trim any hedge that forms part of the allotment garden without prior written consent from the Deputy Clerk of the Council.
14. The Tenant shall not underlet, assign or part with the possession of the allotment plot or any part thereof without the written consent of the Council.
15. He/she shall not use hosepipes on the allotment garden.
16. The Tenant shall, as regards the allotment plots, observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
17. Any member or Officer of the Council shall be entitled at any time when directed by the Council, to enter and inspect the allotment plots.
18. Three (3) inspections take place each year;
A notification system as follows:
 - 1st warning notice
 - 2nd warning notice
 - Final eviction notice will be sent if the Allotment and Environment Committee deem the plots are not sufficiently cultivated despite 2 prior notifications.
 - Re-entry is permissible after 6 months, or where applicable, be added to a waiting list.
19. The Tenancy of the Allotment plot shall terminate on the yearly expiring of the tenancy, 30th September.
20. Any tenant wishing to relinquish their plot during or at the end of their tenancy, is advised that it must be returned to the council in a workable condition; the deposit paid at the commencement of the tenancy will be returned.
21. To advise the Deputy Clerk of any change of contact details, or if there are any issues during the growing season that the council needs to be aware of.

Any increase in rent will be advised in writing before the 30th of September in any year.

Signed

Name:

Address:

DATA PROTECTION ACT 1998

Under the above legislation, the Town Council is required to advise you, as a new allotment tenant, that your name, address and details of rent paid, will be held on computer. It will be processed by the Council for the purposes of administering the allotments. If you have any objection to these details being held on computer, then it will not be possible for a tenancy to be entered into, as the Council has no other means of processing the details of its tenants.

Please note that, in signing the tenancy agreement, you will be agreeing to the entry of your name and address on the Council's computer, only for the reasons described.