



TENANCY AGREEMENT

This **Agreement** made this **XXXXXXXX** between **Bishop's Stortford Town Council** (hereafter called the Council) and of **XXXXXXXX** (hereinafter called the Tenant) of **XXXXXXXX** by which it is agreed that:

1. The Council agrees to let, and the Tenant agrees to hire, as a Tenant from XXXXXXXX the Allotment, the area being XXX sq. metre(s) @ XXX per sq. meter and part of the Allotments provided by the Council at XXXXX and at the current rent of £XXXXX and numbered XXXXX in the Council Allotment Register.
2. The Tenant shall pay a yearly rental on the commencement of the Tenancy and thereafter on the 1st Day January each year.
3. If the Tenancy commences mid-year the total rent shown in Clause 1 above has been pro-rated to 31st December. Rent in subsequent years will be due at the rate per unit area stated above or as subsequently varied by the Council. The Council may vary the rent due per unit area and in total on giving up not less than 12 months' notice to take effect 1st January.
4. The Tenant shall keep the Allotment Garden clean and in a good state of cultivation and in good condition, subject to the satisfaction of the Site Agent. The long-term use of carpeting or underlay as a long term weed suppressant is not permitted.
5. The Tenant shall not either individually or collectively with other Tenants (whether intended or not) cause any nuisance or annoyance to the occupier of any other allotment garden or residents of adjoining properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
6. Bonfires, braziers, and wood burners are not permitted on any allotment site. The Council may immediately terminate the Tenancy of any Tenant found lighting or otherwise tending to a bonfire or burning equipment whether on the Tenant's plot or elsewhere on the site.
7. The Tenant shall not underlet assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
8. The Tenant shall not without the written consent of the Council cut or prune any timber or other trees or take, sell, or carry away any mineral, gravel, sand, or clay.
9. The Tenant shall keep every hedge that forms part of the boundary of their Allotment Garden properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fence and any other gates or sheds on the Allotment Garden. The Tenant shall also maintain the boundary of their Allotment Garden.
10. The tenant shall not without the written consent of the Council erect any building on the Allotment Garden.
11. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotments Gardens.
12. The Tenant shall as regard the Allotment Garden observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
13. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.
14. Not to use on the Allotment Garden or within Allotment sheds any chemical of any description which in the opinion of the Council is dangerous
15. The Tenant shall not store any material or equipment on the allotment garden which, in the opinion of the Council, is not related to allotment cultivation. Should this infringement occur the Council staff will remove the item(s) forthwith without any liability falling on the Council.
16. Supervised social activities on sites are only permitted if organised or agreed by the site agent.

17. The Tenancy of the Allotment Garden shall terminate on the yearly rent day next after the death of the Tenant and shall also terminate whenever the Tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice: -

- (i) if the rent is in arrears for 40 days or more, or
- (ii) if the Tenant is not duly observing the conditions of his Tenancy
- (iii) if the Tenant becomes bankrupt or compounds with his creditors.
- (iv) if onsite parking is used other than whilst working on the allotment.

The Tenancy may also be terminated by the Council or the Tenant by twelve months' notice in writing expiring on 31st December.

18. The Tenant must clear the plot on giving up the Tenancy. Failure to do so will result in a charge of £100, or if excessive, the actual cost of the clearance.

19. The use of hosepipes or irrigation systems fed from the mains water supply is not permitted.

20. Children must be accompanied and remain with a responsible adult at all times whilst on site.

21. Dogs must be kept on leads on going to plots and must be kept on the plot whilst on site.

22. You are not permitted to use or to bring a firearm onto any Town Council land at any time without express written permission. Furthermore, you are expressly denied permission to enter onto any Town Council land while carrying a firearm and such entry will be considered trespass. **Please note that under sections 19 and 20 (respectively) of the Firearms Act 1968, carrying a firearm in a public place (without reasonable excuse or lawful authority) and trespass while carrying a firearm (without reasonable excuse) are both offences.** The same provisions apply to all other persons and not just Allotment Tenants.

Changes of address must be notified to the Allotments Administration Officer, Bishop's Stortford Town Council, The Old Monastery, Windhill, Bishop's Stortford, Herts. CM23 2ND, 01279 712148

Signed:
Allotment Tenant

Date:

Signed:
pp Chief Executive Officer

Date:

Any payments can be made by cash or cheque made payable to **BSTC** or a payment can be made via Internet or Telephone Banking. Sort Code: **30 90 84** (Lloyds) Account no: **00105598**. Please use your Plot no: **XXXXXX** as the reference.

The Council may use the information I have provided to process my request for allotment services. It may check some of the information with other sources within the council, other councils, and government departments. Information will not be passed to third parties except where this is necessary to process the application. During processing or storage, information may reside or pass-through electronic systems outside the EU.

Updated 28.02.2024