

This Agreement dated:

Between Letchworth District Gardeners Association and _____
In respect of Mini plot No. ___ of plot No: _____ part of the LDGA Norton Allotments, Flint Road,
Letchworth, Herts. **These mini plots are approximately 5m x 5m sq. and are available to Members
of LDGA only.**

I agree to abide by the regulations as laid out in the North Herts District Council Allotment
Agreement which can be found on **the LDGA Website**. A copy is also available in the Trading Store.

In particular I agree as follows:

1. To pay to LDGA without delay the Annual rent of £ **20.00** which is due on 1st April of each year.
2. To keep the mini-plot in a neat and tidy condition and free from large weeds and rubbish of any kind.
3. To take personal responsibility for the immediate removal of any weeds and rubbish created by me.
4. Not to cause a nuisance or annoyance to the neighbouring residential properties or allotment holders and to take due consideration for others in the use of machinery.
5. Not to have a bonfire.
6. Not to use the mini plot for growing produce for Commercial purposes.
7. Not to plant trees other than from dwarf root stock by prior agreement with the LDGA.
8. To keep all adjoining pathways and roadways clear.
9. To park all vehicles in the carpark.
10. Not to use stand-alone water sprinklers.
11. To exercise extreme caution if using chemicals for any purpose and not to cause harm to neighbouring plots, members of the public or wildlife.
12. To give due consideration to the environment at all times.
13. To ensure main access gates are secure when leaving the site.
14. To allow an Officer of LDGA the right to inspect the mini plot at any time, without prior notification.

Conditions of Termination:

- a. This agreement can be terminated by either side, by giving one month's notice, in writing.
- b. LDGA can terminate this agreement in writing -
 - i) If the rent is not paid within thirty days of being due
 - ii) If there is a breach of the conditions stated above

Signed: _____ Print Name _____

Date: _____ Address _____

_____ Post Code _____

Phone Number _____ e-mail: _____

Signed on behalf of LDGA : _____

Dated: _____

10/10/16

North Hertfordshire District Council Allotment Agreement

This Allotment Agreement

Dated 27th June 2016

between VAUGHAN WATSON Head of Leisure & Environment on behalf of NORTH HERTFORDSHIRE DISTRICT COUNCIL

-- and --

1. The Council agree to let and the Tenant agrees to take on a yearly tenancy from 27th June 2016 of plot numbered 10a at Wilbury Allotment Gardens comprising 5 poles or thereabouts at the yearly rent of E60.00 and a pro-rata rent from the commencement of the agreement to the annual renewal.

2. THE TENANT AGREES with North Hertfordshire District Council (the Council) as follows:
 - (i) To pay the yearly rent in advance at the beginning of April in each year.
 - (ii) To keep the plot clean, free from weeds and well-manured and otherwise maintain it in a good state of cultivation and fertility and in good condition, and must keep any pathway or cart-track included in it or abutting on it, or, in the case of any pathway or cart-track abutting on it any other allotment garden the half-width of it reasonably free from weeds.
 - (iii) To use the plot as an allotment garden and for no other purpose.
 - (iv) Not to sub-let, assign or part with possession of the allotment garden or any part of it without the written consent of the Council.
 - (v) Not to plant any legally restricted species or without written consent of the Council, plant any trees or fruit bushes or any crops which require more than 12 months to mature.
 - (vi) Not to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel or soil without the written consent of the Council.
 - (vii) To permit any member or officer of the Council at reasonable times to enter upon and inspect the allotment garden.
 - (viii)
 - (a) Not to erect any building or structure on the allotment garden without having received the previous written consent of the Council, such consent not to be unreasonably removed, especially with regard to position, appearance and dimensions. The Council reserve the right to remove said structure and to charge compensation from the tenant.
 - (b) If any building or structure is erected with the consent of the Council on the allotment garden then at the end of the tenancy the outgoing tenant shall be at liberty to remove the building or structure. Otherwise the Council will reserve the right to retain, remove or pass on the building or structure to the incoming tenant.

- (ix) To use his/her best endeavour to protect the allotment site fences, gates, padlocks, notice boards, water supply installations and any other infrastructure.
- (x) Not to use barbed wire or razor wire for fence adjoining any path set out by Council on the
- (xi) Not to deposit or allow other persons to deposit any litter, refuse or other household detritus upon the allotment site or in the hedges, ditches or dykes situated on the Allotments, or on the adjoining land and individual plots except for manure or fertilizer in quantities such as may reasonably be required for immediate use in cultivation.
- (xii) Not to cause any nuisance or annoyance to the occupier of any other allotment garden or neighbouring residential properties. In particular to take due consideration for others in the lighting of bonfires or use of machinery.
- (xiii) Not to bring any dog, or cause any dog to be brought into the allotment unless the dog is on a leash.
- (xiv) Not to obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- (w) Not without the written consent of the Council to keep any animals, livestock, poultry, birds or bees on the allotment garden.
- (xvi) Not to use stand-alone water sprinklers and to use water sensibly and sparingly.
- (xvii) To take all reasonable care when using sprays / fertilisers that adjoining trees, hedges, crops are not adversely affected by such use.
- (wiii) If using chemicals for any purpose to take reasonable care not to cause harm to members of public or wildlife other than vermin or pests and comply at all times with our rent regulations.
- (xix) To observe and perform any other special conditions the Council considers necessary to preserve it from deterioration of which notice is given to applicants for the allotment.

3. The Council agrees to pay all rates, taxes and tithe charges in respect of the allotment site.
4. This Allotment Agreement can be terminated by the Council and an Eviction Notice served at any time:
 - i Three months after the death of the Tenant.
 - (ii) If the rent is not paid within forty days of receipt of invoice.
 - (iii) If it appears to the Council that there has been any breach of the conditions on the part of the Tenant at section 2 above. (Except in section 2(ii) where at least three months must have elapsed since the commencement of the tenancy).
 - (iv) If the Tenant is declared bankrupt.
 - (v) If the site or individual plot is required for any purpose which has been appropriated under any statutory undertaking ie. for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes and with three calendar months notice in writing.
 - (vi) For any other reason but giving twelve calendar months previous notice in writing, expiring on or before the sixth day of April, or on or after the 29th day of September in any year.
5. Any Eviction Notice given by the Council under Clause 4 may be signed by their Head of Leisure & Environment.

6. The Tenant may on termination of the tenancy be entitled to compensation, but only under the provisions of Section 2 (ii) and 2(iii) of the Allotments Act, 1922, and as extended by the Allotments Act, 1950.

T The Council shall on termination of the tenancy be entitled to recover compensation from the Tenant under Section 4 of the Allotments Act, 1950, in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.

Declaration

Signed by VAUGHAN WATSON

Signed by the Tenant (Signature of Tenant)

in the presence of (Signature of Witness)

Address of Witness.....