



# Aston Clinton Parish Council

Parish Office, Aston Clinton Park, London Road, Aston Clinton,  
Aylesbury, Buckinghamshire, HP22 5HL

Tel: 01296 631269 Email: clerk@astonclinton.org

## Allotment Tenancy Agreement

THIS AGREEMENT made on the **1<sup>st</sup> day of January 2024** BETWEEN ASTON CLINTON PARISH COUNCIL ('the Council) of Parish Office, Aston Clinton Park, London Road, Aston Clinton, Aylesbury, Buckinghamshire, HP22 5HL

AND

Name «**Tenant\_Name\_**» ('the Tenant')

Address: «**Address\_of\_Tenant\_**»

### WHEREBY IT IS AGREED as follows:

#### 1. Allotment

- 1.1 The Council agrees to let and the Tenant agrees to take the Allotment Garden ('the Allotment') situated at Aston Clinton Parish Council Allotment Gardens and referenced as Allotment plot «**Plot\_Number\_**» and Footpath Number «**Footpath\_Number**» and shared footpath number «**Any\_Shared\_Footpath\_numbers**» in the Council's Register of Allotments.
- 1.2 THE TENANCY is subject to the Allotments Acts 1908 to 1950 and to the Regulations and Conditions endorsed on this agreement.
- 1.3 The Tenant shall, as regards the Allotment, observe and perform all conditions and covenants contained in the Lease under which the Council holds the land.

#### 2. Tenancy, Rent and Reviews

- 2.1 The allotment shall be held on a yearly tenancy from **1<sup>st</sup> January to 31<sup>st</sup> December 2024**.
- 2.2 The Tenancy of the Allotment shall terminate annually on 31<sup>st</sup> December 2024.
- 2.3 The rent shall be paid by the 20<sup>th</sup> day of January to the Parish Clerk by cheque made payable to Aston Clinton Parish Council, or by direct payment as follows:  

Bank Account Name:	<b>Aston Clinton Parish Council</b>
Sort Code:	<b>20-39-07</b>
Account Number:	<b>50424773</b>
Reference:	<b>Surname and allotment number.</b>
- 2.4 For the year 2024, the cost per Allotment is: **£22.00**
- 2.5 The Tenant shall pay a deposit of 1 year's rent in advance. The deposit shall be held by the Council and shall be returned to the Tenant at the end of the tenancy, without interest. The deposit shall be withheld and forfeited by the Tenant in whole or in part if there are rent fees owing, or if the plot is left in an unreasonable condition.

- 2.6 The Tenant's deposit at the start of the tenancy for an Allotment is:  
**£«Deposit\_»**
- 2.7 Water supply shall be included in the rental charge.
- 2.8 Where a Tenancy commences more than 3 months through the year, the annual rent may be reduced proportionately at the discretion of the Council.
- 2.9 Any member or Officer of the Council shall be entitled at any time when directed by the Council, to enter and review the Allotment.
- 2.10 The Council will carry out regular Allotment reviews and will notify the Tenant in writing if the Allotment is not properly maintained. The Tenant must rectify this within one (1) month of the date of the letter unless there are extenuating circumstances about which the Tenant informs the Parish Clerk.

### **3. Prohibition of Under Letting**

- 3.1 The Tenant shall not underlet, assign or part with the possession of the Allotment or any part thereof without the written consent of the Council. This shall not prohibit another person, authorized by the Tenant, from cultivation of the Allotment for short periods of time when the Tenant is incapacitated by illness or is on holiday if the Council are informed of the named person.

### **4. Cultivation**

- 4.1 The Tenant shall use the Allotment only for the production of vegetables, fruit and flower crops for consumption or enjoyment by the Tenant and his/her family.
- 4.2 The Tenant shall not plant any trees on the Allotment other than dwarf fruiting trees and/or fruiting bushes without the prior consent of the Council.
- 4.3 The Tenant shall keep their Allotment free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.4 The Tenant may not carry out any trade of business from the Allotment (a small amount of surplus produce may be made available as an ancillary to the provision of crops for family).
- 4.5 The Tenant shall have at least  $\frac{1}{4}$  of the Allotment under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the Allotment under cultivation after 12 months and thereafter.
- 4.6 The Tenant must keep their allocated Allotment footpaths mowed and fully maintained.
- 4.7 No poison or chemicals are permitted for rodent control by the Tenant.

### **5. Conduct**

- 5.1 The Tenant must comply with the conditions of use as detailed in Schedule A.
- 5.2 The Tenant must not cause, permit or suffer any nuisance or annoyance to other Allotment holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.
- 5.3 The Allotment may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment.

- 5.4 The Tenant shall not enter onto any other Allotment at any time without the express permission of the relevant Allotment holder.
- 5.5 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another Allotment without the express permissions of the relevant Allotment holder.
- 5.6 The Tenant is responsible for the actions of children and others entering the allotment site with their permission. Children are welcome but must be supervised at all times.
- 5.7 Dogs being brought onto the allotment site must be kept on a lead and be kept under control at all times.
- 5.8 The Tenant must not remove produce from any other Allotment without the express permission of the relevant Allotment holder.
- 5.9 The Tenant shall not obstruct or be verbally abusive to the Council members or Officers during reviews or at any time.
- 5.10 The Tenant shall not obstruct any path set out by the Council for the use of the occupiers of the allotment site.

## **6. Termination of Tenancy**

- 6.1 In the event of termination of the Tenancy the Tenant shall return to the Council any property made available to them during the Tenancy such as keys and shall leave the Allotment in a clean and tidy condition and remove all belongings. If in the opinion of the Council the Allotment has been left in an unsatisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (Allotments Act 1950 s.4).
- 6.2 The Tenancy shall terminate in any of the following manners:
  - 6.2.1 On the 31<sup>st</sup> of December every year; or
  - 6.2.2 By the Tenant giving twenty-eight days' written notice. Any such notice given by the Tenant must be served on the Parish Clerk; or
  - 6.2.3 By the Council giving the Tenant at least twelve months' notice in writing. For any purpose permitted by state or the lease under which the Council holds the land; or
  - 6.2.4 If the Tenant is in arrears and the rent has not been paid within 40 days of issue of an invoice; or
  - 6.2.5 If the Tenant is not duly observing the conditions of this tenancy; or.
  - 6.2.6 On the death of the Tenant, although a new tenancy may be granted to the Tenant's next of kin at the discretion of the Council; or
  - 6.2.7 If a Tenant has visibly not worked on their Allotment during the growing season (May to September), the Council reserves the right to re-possess the plot.

## **7. Change of Address and Contact Details**

- 7.1 The Tenant must immediately inform the Council of any change of address and any changes to contact details.

## 8. Signing of Contract for Allotment 2024

### Aston Clinton Parish Council Signed part of Agreement.

SIGNATURE:

DATE:

*Samantha Payne*, Parish Clerk to Aston Clinton Parish Council

### The Tenant Signed part of Agreement.

The Tenant Name:

SIGNATURE:

DATE:

Email Address:

Telephone Number:

Current Address:

### **NOTICE: Changes to next year's 2025 Allotment Agreement**

Please see below changes agreed by our Facilities Committee to next year's Allotment Agreement 2025. This notice is for all New Allotment Tenants of the upcoming changes. We are pleased to confirm there will be no rental increase in 2025, and all full plots will remain at £22.00, and half plots at £11.00 for next year (2025). **Please see all changes highlighted yellow below.**

**2.11** In the event of a Tenant leaving residency of Aston Clinton or Buckland, the Parish Council will allow the tenant to retain the plot provided that it does not deprive a resident of Aston Clinton or Buckland the opportunity to obtain a plot.

**6.1** Please note a Tenant cannot re-apply for a 5-year period upon termination of Tenancy due to breach of agreement. If a serious breach has occurred, then a permanent ban will apply.

**6.2.8** If a Tenant has caused a serious breach as outlined in the Allotment Enforcement and Appeals Procedure.

**6.2.9** If a Tenant has moved address and is no longer a resident of Aston Clinton or Buckland by the time of Tenancy renewal and retaining the plot would deprive a resident of Aston Clinton or Buckland on the waiting list a plot.

**Please sign to confirm** you have read the above **NOTICE** and understand these changes will come into effect from January 2025 to the Allotment Agreement.

**SIGNATURE:**

**DATE:**

## Schedule A

### 1. Security

- 1.1 All Tenants must be responsible for locking the barrier when entering and exiting the allotment site. Only the Tenant or persons acting for them shall be permitted to bring cars onto the allotment site.
- 1.2 The Council has the right, in exceptional circumstances, to lock the allotment gates without prior notice when there are functions taking place that are organised by a third party.
- 1.3 When the ground is wet and/or soft Tenants must not drive any vehicle onto the allotment site.
- 1.4 The barrier key must be returned at the end of the Tenancy.
- 1.5 There will be a charge for lost keys.

### 2. Buildings and Structures

- 2.1 Composting bins are permitted but must be based on fine mesh or a slab base to prevent rodent infestation. Maximum two per Allotment.
- 2.2 A shed is provided for the communal storage of tools at the Tenant's own risk. Tenants with key access are responsible for keeping the shed locked.
- 2.3 Tenants requiring access to the shed will need to pay a deposit of £5.00 for a shed key.
- 2.4 There will be a charge for lost keys.
- 2.5 No individual sheds or structures are to be erected.
- 2.6 Oil, fuel and lubricants or other inflammable liquids shall not be stored in any structure on site.
- 2.7 The Tenant may keep tools in a wooden or plastic storage box on the Allotment. The storage box must not exceed 6ft in width and 3ft in height. The box shall be kept shut when not in use and must be a colour which blends with the surroundings. The box and contents are the sole responsibility of the Tenant.
- 2.8 Polytunnels are not permitted, however small fruit cages are permitted but must not exceed 4ft in height and 3ft in width.
- 2.9 Hard landscaping including patio and concrete etc to build internal paths are not permitted unless used as a base for composting bins. Internal paths must not exceed 10% of the Allotment.
- 2.10 Water butts are permitted. Maximum one per Allotment.
- 2.11 Raised beds are permitted but must be made from wood only and must not exceed 40cm in height.

### **3. Chemicals**

- 3.1 Oil, fuel and lubricants or other inflammable liquids shall not be stored in any structure on the allotment site.
- 3.2 Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for control of pests, diseases, or vegetation.
- 3.3 When using sprays and/or fertilisers, the Tenant shall:
  - 3.3.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected. Avoid it being windblown onto crops or other Allotment plots. If any damage is caused, then the Tenant will make good at their own cost.
  - 3.3.2 So far as possible, select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public and wildlife other than vermin and pests.
  - 3.3.3 Comply at all times with current regulations of use of such sprays and fertilizers.

### **4. Waste and Rodent Control**

- 4.1 Manure or compost must be deposited on the Allotment. It must not be deposited on any footpaths, roads or vacant allotments.
- 4.2 No household waste products are to be stored on the Allotments; i.e. peelings/organic waste, as this encourages rodents.
- 4.3 No traps are to be laid or poison put down for rodent control. Only qualified authorised agents instructed by the Council may carry out this work.
- 4.4 All issues with disease, rodents and pests must be alerted immediately to the Parish Clerk.
- 4.5 Tenants must Harvest ripe fruit and vegetables promptly. Do not leave discarded fruit and vegetables on the ground; clear them away to your compost bin, as these are a source of food for rats and other pests.

### **5. Livestock**

- 5.1 Except with the prior written permission of the Council, the Tenant shall not keep any animals or livestock on the Allotment including rabbits and hens, which are permitted by the Allotments Act 1950.
- 5.2 Livestock may only be kept in numbers and conditions specified by the Council.
- 5.3 Livestock must be kept in such a way as they are not prejudicial to health or a nuisance.

### **6. Water, Hose Pipes and Bonfires**

- 6.1 No hosepipes are to be used on the Allotment.
- 6.2 A large water tank is provided on the Allotment.
- 6.3 Contained within the shed the Council have provided water containers and a wheelbarrow for carriage to the Allotments.

- 6.4 The Tenant shall practice sensible water conservation and consider mulching as a water conservation practice.
- 6.5 No rubbish, household refuse or anything other than reasonable waste may be burnt on the Allotments.
- 6.6 Fires can only be lit in light wind conditions and must be continuously supervised.
- 6.7 Fires must be extinguished before you leave the site.
- 6.8 Tenants must check for wildlife prior to burning.
- 6.9 No accelerants to be used to start fires.
- 6.10 A seasonal ban on bonfires may be introduced by The Council during extreme dry conditions.

## **7. General**

- 7.1 No Tenant shall grow and/or permit to be grown on their Allotment any plant that is illegal.
- 7.2 All plants deemed invasive by the council are not permitted and must be removed. Willow and Bamboo are examples of plants that would be considered invasive and would not be permitted. Please check plants with the Council first if you are unsure if they would be considered invasive.
- 7.3 The Tenant shall not install any pond or water feature on the Allotment.
- 7.4 No Rubbish or dumping of hard materials shall be kept on or around the Allotment.
- 7.5 The Allotment must be kept free from Hazards. All tools must be safely stored.
- 7.6 No rolls of any type of wire are to be stored on site
- 7.7 No alcohol is permitted on the allotment site.
- 7.8 The Tenant shall remove all non-compostable waste from the site.
- 7.9 The Tenant shall not use carpet or underlay on the Allotment.
- 7.10 During the COVID 19 pandemic, Tenants must comply with all current Covid-19 regulations and guidance.
- 7.11 The allotment site is visible to all users of the Aston Clinton Park. Therefore, if the Council deem any materials or structures are posing a hazard the Council reserves the right to request their removal.
- 7.12 To avoid confusion the Tenant should ensure that they allow The Council to clearly display the number of the Allotment plot in a prominent position at the front of the Allotment plot.
- 7.13 The use of tyres for cultivation and/or decorative purposes is prohibited.

## **8. Disputes and Complaints**

- 8.1. Disputes between Tenants will be referred to the Council for due process and the decision of the Council will be binding on all Tenants involved in the dispute.
- 8.2. Any complaints relating to the implementation of the agreement will be dealt with through the Council's Complaint Procedure.

# The Councils Register of Allotments and Allotment Footpaths

Allotment Map 2024 including footpath allocation

Maintained By ACPC	43A	43B	Central Footpath C11 (Plots 42,43A,43B ,44,45A, 45B)	45A	45B	Middle walk way	Shed and Water Tank	Maintained be ACPC
	Central Footpath C11 (Plots 42,43A,43B ,44,45A, 45B)		Central Footpath C11 (Plots 42,43A,43B ,44,45A, 45B)	Central Footpath C11 (Plots 42,43A,43B ,44,45A, 45B)				
	44		Central Footpath C11 (Plots 42,43A,43B ,44,45A, 45B)	42				
	Maintained by ACPC							
	10	Central Footpath C10 (Plots 10 + 20)		20				
	Footpath - F9 (Plot 10)		Footpath - F18 (Plot 20)					
	9	Central Footpath C9 (Plots 9 + 19)		19				
	Footpath - F8 (Plot 9)		Footpath - F17 (Pot 19)					
	8	Central Footpath C8 (Plots 8 18)		18				
	Footpath - F7 (Plot 8)		Footpath - F16 (Plot 18)					
7	Central Footpath C7 (Plots 7 +17)		17					
Footpath - F6 (Plot 7)		Footpath - F15 (Plot 17)						
6	Central Footpath C6 (Plots 6 +16)		16					
Footpath - F5 (Plot 6)		Footpath - F14 (Plot 16)						
5	Central Footpath C5 (Plots 5 + 15)		15					
Footpath - F4 (Plot 5)		Footpath - F13 (Plot 15)						
4	Central Footpath C4 (Plots 4 + 14)		14					
Footpath - F3 (Plot 4)		Footpath - F12 (Plot 14)						
3	Central Footpath C3 (Plots 3 +13)		13					
Footpath - F2 (Plot 3)		Footpath - F11 (Plot 13)						
2	Central Footpath C2 (Plots 2 + 12)		12					
Footpath - F1 (Plot 2)		Footpath - F10 (Plot 12)						
1	Central Footpath C1 (Plots 1 + 11)		11					
Middle walk way								
Maintained By ACPC								
21								
Footpath - F19 (Plot 21)								
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