



CHIGWELL PARISH COUNCIL

ALLOTMENTS AGREEMENT

Adopted: 8th April 2009

Amended: July 2025

Review Due: February 2026

THE AGREEMENT

The Undertaking

Chigwell Parish Council ("the Council") agrees to let and the Tenant **[Name]** agrees to take plot **[Plot Number]** for a year ("the Allotments") at a yearly rental that may be varied in accordance with a Council decision. The yearly rental is payable in advance.

Permitted use of Allotments

The Allotment is rented to the Tenant for the purpose of gardening and/or the cultivation of fruit and vegetable crops for use and/or consumption by the Tenant and is subject to the Allotments Acts 1908 to 1950.

Conditions of the Agreement - The Tenant

The Tenant agrees with the Council to be responsible for following the conditions set out below:

- ❁ The Tenant shall be responsible for the day-to-day running of the Allotments.
- ❁ The Tenant shall not sub-let, assign, or part with the possession of the Allotments or any part of it.
- ❁ The Allotments shall not be used for the purpose of any trade or business.
- ❁ The Tenant shall keep the Allotments clean, free from weeds and other wild invasive plant types, well-manured and maintained in a proper state of cultivation, fertility and in a good and safe condition. Any pathway, track or fence included in or adjacent to the Tenant's Allotment shall be kept reasonably free from weeds and other wild invasive plant types.
- ❁ No nuisance or annoyance shall be caused or permitted to the occupier of any other Allotments belonging to the Council, and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council for the use of the occupiers of the Allotments.
- ❁ No mineral, gravel, sand, earth or clay shall be taken or carried away from the Allotments without the written consent of the Council.
- ❁ The Tenant may trim trees to ease access to the site and may trim hedges which overhang the site, with the written consent of the Council.
- ❁ The Tenant shall not plant any trees which require more than twelve months to mature without the written consent of the Council.
- ❁ The Tenant shall keep every hedge that forms part of the Allotments properly cut and trimmed and keep all ditches properly cleansed.

- ✿ The Tenant shall maintain and keep in repair any fences and gates on the Allotments. Either the Council or private landowners in the bordering properties own the boundary fences and the Tenant must not move or damage them. In particular, the Tenant must not cause rubbish to be piled against fences which can cause them to lean and rot.
- ✿ The Tenant shall not erect a shed, polytunnel, greenhouse or any building or storage on the Allotments without the written consent of the Council. Sheds should be no bigger than 2m x 1.5m and 2m and must not encroach on neighbouring plots.
- ✿ The Tenant shall not use barbed wire for a fence adjoining any part set out by the Council for the use of the occupiers of the Allotments.
- ✿ The Tenant shall not deposit, or allow other persons to deposit, on the Allotments any refuse or place any matter in the hedges, ditches or dykes situated in the Allotments or adjoining land.
- ✿ The Tenant shall not bring or cause to be brought into the Allotments any dog, unless the dog is held on a leash at all times, nor keep any animals or livestock of any kind upon the Allotments.
- ✿ The Tenant shall not light any bonfire, or barbeque, or any such fire, contained or uncontained, nor cause, nor allow to be caused, any smoke nuisance as defined by the Environmental Protection Act 1990 (Section 80). The Tenant shall note that they may be personally liable to enforcement action under the terms of this Act if disregarding this rule.

Conditions of the Agreement - The Council

Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the Allotments.

The Council will issue written notices of rental each February for existing plots. Tenants must confirm at this time their intention to renew. Renewal invoices will be issued each year during the first week of April.

The Council shall be responsible for the collection of individual rents from the allotment holders, which must be paid within 30 days of the invoice issue date. Failure to pay within the stated period will result in the termination of the tenancy with immediate effect.

Full Allotment per year	£60.00
Half Allotment per year	£40.00
Key	£10.00

The Council shall be responsible for paying the water rate charges relating to the site.

Termination of a Tenancy

The Council has authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent.

This Agreement may be terminated:

1. By either the Council or the Tenant giving to the other one months' notice in writing.
2. By re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the land being required:
 - a) for any purpose other than agriculture, for which they have been appropriated under any statutory provision, or
 - b) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
3. By re-entry by the Council at any time after giving one month's notice in writing to the Tenant:
 - a) if the rent is in arrears for 30 days or more from the invoice issue date, whether legally demanded or not. The issue date of the invoice will act as the commencement date of the stated notice period, or
 - b) if it appears to the Council that the Tenant is in breach of any of the conditions of the Tenancy Agreement or that less than 40% of the plot has been cultivated during the months of April to September in any 1-year tenancy.

The Council may serve notice on the Tenant by sending a written notice from the Clerk to the Council, or other authorised officer of the Council.

- ✿ by registered post,
- ✿ by recorded delivery service,
- ✿ and/or by affixing the notice in a prominent position on any one of the Allotments comprised in the Agreement.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the designated Allotment Tenant and sent by pre-paid post letter to the Clerk to the Council.

Signed: _____ Dated: _____
Clerk / Responsible Financial Officer, Chigwell Parish Council

Signed: _____ Dated: _____
Tenant
Site: _____ **Plot Number:** _____