



NORTHCHURCH PARISH COUNCIL
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GENERAL CONDITIONS UNDER WHICH ALLOTMENTS ARE TO BE CULTIVATED (October 2021)

The Tenant of the allotment garden shall comply with the following conditions:

1. The allotment must not be used for purposes other than cultivation.
2. The Tenant shall keep the allotment tidy, clean and in a good state of cultivation and fertility, and not allow it to become overgrown.
3. The tenant when planning fruit trees must use dwarf rootstock in order to keep the trees from growing too fast and becoming invasive.
4. The tenant shall keep one half of the width of the grass pathways surrounding the allotment clear of obstruction and in good order and condition.
5. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or obstruct any path set out by the Council for other occupiers of the allotments.
6. The tenant shall not fence any part of their allotment without the permission off the NPC Allotment Committee, who will also approve the materials to be used.
7. The tenant shall not, without the permission of the NPC Allotment Committee, cut or prune any boundary hedges, timber or other trees or take soil, or carry away any mineral, grave sand or clay. Nor shall the tenant, without the permission of the NPC Allotment Committee and Chairman import any materials onto the allotment, unless for the sole purpose of aiding the cultivation of the allotment.
8. The tenant shall not, without the permission of the NPC Allotment Committee, erect any structure, of any type, on the allotment site. Any structure so allowed shall be for the sole purpose of aiding the cultivation of the allotment, and will usually be restricted to either a shed or a greenhouse of standard design and materials, painted in a neutral colour in keeping with the rest of the site, and subject to the approval of the NPC Allotment Committee and its Chairman. Such structures shall have dimensions of no greater than 8'x6', and a maximum of one such shed, plus one such greenhouse,

may be allowed per allotment. At the end of the tenancy the tenant will immediately remove any allotment building erected.

9. Any paving or other edging materials must be restricted to what is necessary to aid the cultivation of the allotment, and subject to the approval of the Allotment Committee and Chairman.

Note: For Rules 5 to 8, see the note below regarding the process to be followed.

10. The tenant shall not underlet, assign or part with tenancy of the allotment or any part of it without the approval of the NPC Allotment Committee and written consent from The Clerk to the Council
11. The tenant shall observe and perform any other special condition which the Council from time to time considers necessary to preserve the allotments from deterioration, and of which notice to applicants for the allotments is given in accordance with these Rules.
12. The rent of the allotment shall become due for payment yearly on 30 October, unless agreed otherwise in writing, and at a fee decided by the Allotment Committee. Any tenant who fails to pay the rent by 30th November NPC will revoke the tenancy agreement.
13. Should a tenant wish to give up their allotment at any time after rent renewal, they should discuss the matter with the site representative and must write to the Clerk of the Parish Council. In this instance, the rent paid by the allotment holder will not be reimbursed. The allotment will subsequently be made available to the next individual on the allotment waiting list, who will be charged rent.
14. Should a tenant wish to give up their allotment at any after rent renewal to a family member, they must write to the Clerk of the Parish Council. The family member will not be charged rent until the next allotment rent renewal date.
15. Any member of the Council or members of the Council's Allotment Committee shall be entitled at any time to enter and inspect the allotments.
16. The tenancy of an allotment shall, unless otherwise agreed in writing, terminate on the yearly rent day after next, following the death of a 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 of notice:
 - If the rent is in arrears for not less than 40 days or
 - If the tenant is not duly observing the Rules affecting the allotments, or any other condition of his tenancy.
17. The tenancy is subject to the allotment Rules made from time to time by the Council and to the Allotment Act 1908 to 1950 so far as they apply
18. Children under the age of 16 years old must be accompanied by an adult at all times on both Allotment Sites.

19. The use of carpets as weed suppressants/mulches is strictly forbidden.
20. Overnight Parking in the Upper Allotment site is strictly forbidden.
21. Each tenant must **clearly** identify each of their plots with a plot number.

Note 1: In respect of rules – any discussion regarding the application of these rules should be between the tenant and the relevant site representative. Stage two, if the foregoing is unsuccessful, is a formal request in writing by the tenant to the Parish Council Clerk with details of the proposals, at each stage the representative shall advise the Clerk to the Parish Council and the Allotment Holders Committee.

Depending on the nature of the request, the Parish Council reserves the right to have any such requests considered by the next meeting of the Council's Allotment Committee.

These arrangements are intended to ensure a consistency of approach to such matters, and to preserve the allotments for the purposes for which they were set up.

Where permission is granted for structures to be erected on allotment plots, it is necessary for any such structures to be dismantled and removed if the plot is subsequently given up.

Note 2: A Tenant who does not cultivate his/her allotment in accordance with normal practices does after due warning by the site representative run the risk of losing his/her tenancy.

Allotment Charges: October 2021

	Type of Plot	Basic Rent	Out-of-Parish	NAA Sub	Total
In Parish	Half Plot	£19.00		3	£22.00
	Full Plot*	£30.00		3	£33.00
	1 ½ Plot*	£38.00		3	£41.00
	2 Plots	£45.00		3	£48.00
Out- of -Parish	Half Plot	£19.00	£3.00	3	£25.00
	Full Plot*	£30.00	£6.00	3	£39.00
	1 ½ Plot	£45.00	£9.00	3	£57.00
	2 Plots	£55.00	£12.00	3	£70.00

Bank Details for Bank Transfer

Bank: Unity Trust
 Bank Account Number: 20432522
 Sort Code: 608301