HIGHFIELD PARK TRUST

Terms of Agreement for Highfield Park Allotments

01 January 20… – 31 December 20…..

The following is an **Agreement** between **Highfield Park Trust**

and.....
(Name, capitals please)

To maintain **allotment number:** .....

Subject to the following conditions

1 The fee is paid to the Trust by 01 January 20**…..**, together with a copy of this signed and dated Agreement. **Failure to respond by this date may mean that your allotment will be re let.**

2 To be eligible for an allotment a person must be eighteen years or older and living in the district of St Albans (Allotments Act 1908 section 23 (1)).

3 No allotment or part thereof will be sub-let without the specific approval of the Trust.

4 Allotments must be used solely for the production of plants, vegetables, soft fruit or flowers of an area no less than 75% of the total plot area.

5 From 2012, on newly acquired plots, a maximum of four fruit trees is allowed per plot and these must be on dwarf rootstock.

6 The allotment holder will keep their allotment plot in a good state of cultivation and not allow weeds to cause a nuisance to neighbouring plots.

7 Self-set native trees saplings should be removed and not be allowed to become established

8 The use of hosepipes for any purposes is prohibited unless to fill water butts or containers. **No irrigation systems can be set up directly from the mains supply. Water sprinklers are not permitted.**

9 No **permanent** structures or fixtures of any kind can be constructed on allotments without prior permission of the Trust. However, Highfield Park Trust will give permission to allotment holders to erect one shed on every plot not to be larger than 1.9 metres by 2.6 metres (approximately six feet by eight feet). No polytunnels are allowed on site.

10 All such buildings should be maintained in a good state of repair. If Highfield Park Trust is not satisfied with the state of repair, it may require the allotment holder to remove the building.

11 Allotment holders are advised not to store valuable equipment and materials in their shed or structures and should not store petrol, oil, gas, lubricants or other inflammable material.

12 With regard to allotments on the second site (57 upwards) the allotment holder shall not, without the written consent of Highfield Park Trust, plant a hedge or install any type of fence around their plot.

13 Not to cause any nuisance or annoyance to the occupier of any other allotment or adjoining properties.

14 Dogs should be kept under control. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.

15 Any waste products should be disposed of in a safe and appropriate manner.

16 Waste materials must not be brought in from outside of the allotments. The allotment holder shall not deposit or permit to be deposited any refuse or rubbish on their plot or any other part of the allotment site.

17 Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to other plot holders. Garden rubbish on the allotment plot can only be burned in small and manageable bonfires and must be supervised at all times. The tenant must have regard to the effect of the smoke on other tenants and occupiers of neighbouring premises. Tenants must not allow any bonfires to burn in such a way as would cause a smoke nuisance as defined by the Environmental Protection Act 1990, section 79. Bonfires must be extinguished, if not burnt out, by dusk. Bonfires are only to burn organic matter or dry vegetable matter that has been produced on your own plot.

Bonfires are not permitted between 1st April and 30th September. The Trust reserves the right to extend the bonfire ban period depending on weather conditions and the risk of wildfires.

18 All grass areas within the allotment must be regularly mown.

19 Access to the allotment area by vehicles is permitted; however, care and attention must be given to other allotment holders.

20 It is important that access to the allotment is as secure as possible. Holders must ensure that the main gate is shut behind them when entering or leaving the site at weekends and evenings.

21 The allotment holder shall not keep or allow other persons to keep animals or livestock on the allotment site.

22 When using any pesticides or fertiliser on their plot, the allotment holder must take all reasonable care that other plots, paths, hedges and trees are not adversely affected and must make good or replant as necessary should any damage occur. Any pesticides must comply with current legislation regarding their use. The storing of material other than for direct and immediate use on the plot is prohibited

23 When giving up an allotment it should be left in a clear and tidy condition and all personal items removed from site.

24 Permanent play equipment, including but not limited to trampolines, swings, climbing frames, slides, tree houses, paddling pools, and similar structures, is prohibited unless prior written permission has been obtained from the allotment management. The Trust reserves the right to require the removal of any play equipment that poses a safety risk, causes nuisance to other tenants, or interferes with the use of neighbouring plots.

25 Rubbish, debris, and unwanted materials must not accumulate on the plot. Building materials may only be stored temporarily and must be used or removed within a six month timeframe.

26 Large-scale paving or hard landscaping that significantly reduces the cultivatable area of the plot is not permitted. Permanent paving works exceeding 10% of the plot area, or such other limit as determined by the allotment management, require prior written approval.

27 Rodent Control - Tenants must take all reasonable steps to minimise the risk of rats, mice, and other vermin on their plot. Compost heaps, manure piles, wood piles, and storage areas must be properly managed and maintained to avoid providing harbourage for pests.

Allotment holders may use non-poisonous traps to control rats on their own plot where necessary. The use of rodenticides, poison or poisoned bait is not permitted anywhere on the allotments because of the risk to wildlife, pets and other non-target animals.
Permitted traps should be designed specifically for rats and should kill the animal quickly and humanely, such as commercially manufactured spring or snap traps. Glue traps, homemade traps and any trap likely to cause prolonged suffering must not be used. Traps must be positioned securely and, where necessary, within a suitable covered or enclosed trap box to minimise the risk to birds, wildlife, pets and other allotment users.
Allotment holders are responsible for any traps placed on their plot. Traps must be checked regularly and any dead rats removed promptly and disposed of safely. Traps must not be placed on communal areas, paths or other plots.
The Trust reserves the right to require the removal of any trap it considers unsafe, inappropriate or likely to pose a risk to people or wildlife.

28 Tenants are encouraged to produce and use their own compost and to make use of sustainable alternatives to peat-based products.

29 Highfield Park Trust will make periodic inspections of the site. Allotment holders whose allotments are not in a satisfactory state of cultivation will receive written warning to improve the standard within 28 days. Failure to comply with this first warning will result in 14 days' notice to quit the allotment.
(If a plot is not being cultivated due to illness or special circumstances, Highfield Park Trust will take this into account. Please let the Trust know if this is the case.)

Should the allotment holder show substantial improvement within the 28-day period the notice may be withdrawn at the discretion of Highfield Park Trust. However, if the plot is again considered unsatisfactory within a twelve-month period commencing from the

date of the original warning letter, he/she will be asked to vacate the plot within 14 days. There will be no rent refund.

30 Highfield Park Trust reserves the right to change the Allotment Rules and procedures from time-to-time but will make such changes known to tenants in advance in an appropriate manner (e.g. through the Trust's website and by email).

Failure to comply with the Terms of this Agreement will result in the Trust initially issuing a written warning and subsequently giving one month's notice to terminate the agreement.

I agree to abide by the Terms of this Agreement

Signature of Allotment Holder: .....

Date: .....

Address: .....

.....

Post code: .....

Email: .....

Do you consent to your email being shared with other allotment holders? Yes / No

Contact telephone number: .....

To help monitor vehicles entering the site, please supply your vehicle registration number(s)

Vehicle 1 .....

Vehicle 2 .....