



NORTHCHURCH PARISH COUNCIL
Clerk to the Council: Usha Kilich
Northchurch Parish Council
PO Box 2603
Kings Langley
WD4 4EJ
Tel.07543493002
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www.northchurchparishcouncil.gov.uk

**Extraordinary Meeting of Northchurch Parish Council
Monday 28th September 2026 at 7:15pm
at the Social Centre Bell Lane Northchurch HP4 3 RD**

Cllr M Somervail, Cllr N Pocock, Cllr P Dix, Cllr L Pringle, Cllr C Syers, and Cllr Hughes.

Councillors are respectfully summoned to attend this meeting for the transaction of business in the agenda below. The meeting is open to members of the public and the press

Cllr Michela Capozzi Chair

To assist in the speedy and efficient despatch of business, members requiring further information or clarification on items included on the agenda are requested to enquire prior to the meeting.

23rd September 2026

AGENDA

EX/14/26 APOLOGIES FOR ABSENCE

To receive and accept apologies for absence

EX/15/26 DECLARATIONS OF INTEREST

To declare an interest linked to any item on the agenda.

EX/16/26 Public Participation

EX/17/26 Chair's Report

- a. Cllr Capozzi to update members on Allotment Training.
- b. Cllr Capozzi to update members on the water charges for 2025/26 and 2026/27
- c. Cllr Capozzi to update members on complaints about the second speed bump on the upper allotment drive

EX/18/26 Finance and General Purposes

- a. Cllr Capozzi proposes to approve £250.00 to replace defib pads.
- b. Cllr Capozzi proposes to approve £1k for the servicing of zip wire.
- c. Cllr Capozzi proposes to approve £82.01 for Scottish Power's final invoice.
- d. Cllr Capozzi proposes to approve £750 excluding VAT for cutting back the allotment hedge at the rear of 21 Brakynbery.
- e. Cllr Capozzi proposes to approve the Allotment Tenancy Agreement
- f. Cllr Capozzi proposes to approve the Allotment Policy.
- g. Cllr Capozzi proposes to increase the Allotment Deposit to £100 per plot
- h. Cllr Capozzi proposes to approve for SRT to maintain any allotments that are not allocated.
- i. Cllr Capozzi proposes to approve £100 for the removal of one speed bump on the upper allotment site.
- j. Cllr Capozzi proposes to approve the increase in allotment rent for half plot £26 and full plot to £56
- k. Cllr Capozzi proposes to approve a balance payment for 2025/26 water charges as follows:
 - a. Lower site Full Plot £7.92 and half plot £3.96
 - b. Upper Site Full Plot £10.58 and half plot £5.29
- l. Cllr Capozzi proposes to approve the water charges for 2026/27 as follows:
 - Lower Site Full Plot £15 and half plot £7.50
 - Upper Site Full Plot £20 and half plot £10

EX/19/26 Exclusion of Press and Public: To Resolve that under Section 1 of the Public Bodies (admission to meetings) Act 1960 the public and press excluded for the remainder of the meeting, because it is likely that publicity would prejudice the public interest because of the confidential business to be transacted or for other special reasons stated in the

resolution, arising from the nature of the business proceedings.

EX/20/26

DATE OF NEXT MEETING

The next meeting will be held on Monday 12th October 2026 7.00 pm Social Centre Bell Lane Northchurch HP4 3 RD



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NORTHCHURCH PARISH COUNCILÂ
NORTHCHURCH RECREATION GROUND
HIGH STREET
NORTHCHURCH
BERKHAMSTED, HERTFORDSHIRE
HP4 3SE

**Bill date:** 11 September 2026**Supply address:** NORTHCHURCH RECREATION GROUND, HIGH STREET, NORTHCHURCH, BERKHAMSTED, HERTFORDSHIRE, HP4 3SE**Plot Address:** Plot1**Invoice number:** 698006058090**Our VAT number:** GB 659 3720 08

Your final amended electricity bill summary

Bill period: 15 Jul 2026 - 20 Aug 2026
Your tariff: Elec Bus Standard Variable - Quarterly Cash
Electricity reading: 20 Aug 26 - 0 (actual)

How we work out your payment (full details on page 2)

Summary	Credit	Debit
Starting balance - your last bill		£46.55
You've paid - thank you	£46.55	
Your new costs		£82.01
Your amount to pay		£82.01

This final amended bill replaces your previous bill period 15 Jul 2026 - 20 Aug 2026.

Account number:

1617 1373 262



Action required

Your final energy bill of

£82.01**is due for payment**

Please pay by:

18 September 2026

Important: we may apply fees if your bill is paid late. Please see the additional charges section enclosed.

Please make your payment


[scottishpower.co.uk/
payments](https://scottishpower.co.uk/payments)

 Call free
0800 001 5115 (24hrs)

 Bank Giro at your local
 Paypoint
 (see attached slip)

Can't pay the full amount right now?

We can help. Please get in touch using the details in the help section below.

Here to help


[scottishpower.co.uk/
getintouch-sme](https://scottishpower.co.uk/getintouch-sme)

0345 058 0002
 Monday to Friday: 9am - 5pm

Did you know?

If you stay on your current tariff but switch to Direct Debit, you could save money and make budgeting easier – just call us on **0345 058 0002** with your account number, postcode, and bank details to get started. Prefer to pay monthly but still use cash? Our Business Cash Monthly option might be right for you. For more details on all our payment methods, please visit scottishpower.co.uk/business/payments-pricing

Thanks for being a ScottishPower business customer

Here's a breakdown of your payments and costs for this billing period. To register for an online account, please visit scottishpower.co.uk/register

Meter type: Standard
Your electricity supply number:

S	00	0000	N02
	10	<u>5000</u>	<u>3700</u> <u>712</u>

E40 - Collection fee: if we were to pass your debt to a debt collection agency or visit your premises in connection with the debt.

£0.00

Other Important Information

VAT and Climate Change Levy

This is a Climate Change Levy accounting document. We collect VAT and Climate Change Levy (CCL) from business customers on behalf of the UK Government. VAT and CCL are charged depending on your business's average daily consumption. If this average daily consumption is more than 33 kWh of electricity per day or 145 kWh of gas per day, VAT at the full rate and CCL will be charged for that billing period. If this average daily consumption is less than 33 kWh of electricity per day or 145 kWh of gas per day, VAT at the lower rate will be charged for that billing period; however, CCL will not be charged for that billing period. Remember that the amounts of VAT and CCL for each bill depend on the average daily energy consumption covered by that bill. CCL can apply on one bill, but not the next, depending on your business's energy usage. For more information, see our VAT and CCL for Business guide at: scottishpower.co.uk/VATCCLGuide

Making sure you are completely happy

Our Customer Care Team is here to help. If something has gone wrong please let us know - we'll do everything we can to put it right. Contact us on **0345 058 0002** or visit scottishpower.co.uk/getintouch-sme to chat. If your complaint is not resolved within 8 weeks, or you receive our Final Offer letter, you could take your case to the Energy Ombudsman. It's free to use their services and they are independent. If you agree with their decision, we have to act on what they say. This may mean we have to apologise, explain what has gone wrong, correct the problem or give you a financial award. However, you do not have to accept their decision. They can be contacted on **0330 440 1624**, emailed at enquiry@energyombudsman.org or by visiting energyombudsman.org

Citizens Advice

If you are struggling to pay your energy bill or have a problem with your account, Citizens Advice can offer independent help and support. For free and impartial advice, you can visit their website at citizensadvice.org.uk/energy. In England and Wales, you can contact Citizens Advice via their consumer helpline on **0808 223 1133**. For the Welsh speaking line, the number is **0808 223 1144**. In Scotland, you can contact Advice Direct Scotland on **0808 196 8660** or at energyadvice.scot

Online account

Your online account gives you access to check your account balance, download recent bills, submit meter readings, manage your payments, and see when your contract ends – all in one convenient place. To register, simply visit scottishpower.co.uk/register and enter both your account number and the postcode for your supply address.

Making the most of your smart meter data

Your smart meter sends us automated meter readings, improving accuracy and saving time.

To help you make the most of your smart meter data, we provide you with your energy consumption information in your online account. To access your energy consumption data, visit your online account or the ScottishPower app.

With this information, you can monitor your energy usage, which may help you consider how to reduce or optimise your energy consumption.

The more often we receive automated readings from your smart meter, the more detail we can provide on your energy usage. Half-hourly readings are the most regular frequency. If you have yet to opt in to half-hourly readings, you can do so from your online account.

Support for Business

For information on steps you can take to help manage your energy bills, please visit scottishpower.co.uk/support-for-business

We can help you to keep your energy costs down. Simply go to scottishpower.co.uk/small-business/saving-energy for energy efficiency tips.

Moving premises?

If you're moving premises, please contact us on **0345 058 0002** within 28 days of your move with the following information:

- The date you moved or are moving
- Meter readings for your old and new premises on your move date
- Your new/forwarding address
- Contact details for the landlord/letting agents (if applicable)
- The name of the new occupier at your old address (if known)
- Your debit or credit card details to settle your final bill

Where does my energy come from?

Our fuel mix below shows you how the energy we supply has been generated. We've compared it with the total fuel mix for the rest of the UK, and also show how our green tariffs compare to our other tariffs. For more information on the environmental impact of your electricity supply, visit scottishpower.co.uk/fuelmix

How the energy we supply is generated: our fuel mix 2024-2025

Our tariffs

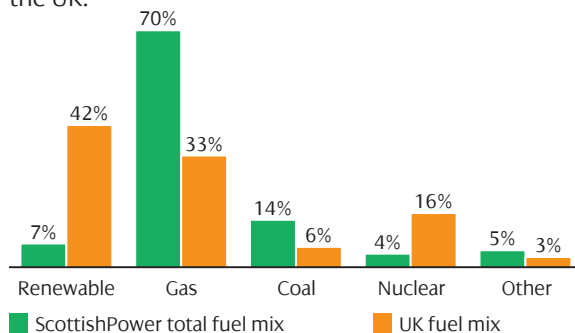
All our green tariffs are backed by 100% renewable energy, generated by our windfarms in the UK.

Here's where the fuel comes from for our other tariffs:

-  Renewable 3%
-  Gas 73%
-  Coal 14%
-  Nuclear 4%
-  Other fuels 6%

How our fuel mix compares

Here's how our total fuel mix compares to the overall fuel mix across the UK:



For more details on the environmental impact of your electricity supply, visit scottishpower.co.uk/fuelmix

In case of emergency

Smell gas or think you have a gas leak?

Call the 24-hour emergency gas helpline on **0800 111 999**

- Turn off the gas immediately at the emergency control valve by the meter
- Open all windows and doors
- Do not use electrical appliances or use naked flames

Concerned about the safety of your business electricity supply or loss of power?

Contact your local electricity distribution company on: **UK Power Networks - East of England, Customer Relations Manager, Fore Hamlet, Ipswich, IP3 8AA.**

Call free: **105** (24hrs)

We're here to help

See page 1 for all our contact details. If you'd prefer to write to us, please send your letter to **ScottishPower Customer Services, 320 St Vincent Street, Glasgow, G2 5AD.**



The first integrated energy company in the UK to only generate 100% green electricity



We've raised over £40m for Cancer Research UK since 2012



Download the free ScottishPower App



More ways you can pay

Credit or debit card

You can pay your bill easily via scottishpower.co.uk/my-account, the ScottishPower App or by calling our free 24hr automated payment line on **0800 001 5115**. We accept Visa Debit, Mastercard, Maestro, Solo, Visa Credit and Electron payments.

Banking direct

You'll need the following details to hand:

Bank Sort Code: 83-07-06

Bank Account Number: 00674713

Your customer account number: 1617 1373 262

Please enter your customer account number correctly as a payment reference to ensure your payment reaches your account.

At a bank

Please fill in the barcoded payment slip below and take it to the bank along with your payment details.

Post Office and PayPoint

You can pay by cash or card at any Post Office or PayPoint outlet. Don't forget to take your bill and the barcoded payment slip below. Please note that Post Offices no longer accept cheques.

Cheque (at a bank or by post)

Please write the following on the back of your cheque before posting or paying in at the bank.

Name: NORTHCHURCH PARISH COUNCILÂ

Address: NORTHCHURCH RECREATION GROUND, HIGH STREET, NORTHCHURCH, BERKHAMSTED, HERTFORDSHIRE HP4 3SE

Your account number: 1617 1373 262

You can fill in the barcoded payment slip below and take it to the bank along with your cheque made payable to 'ScottishPower'. Please note that you may have to pay the bank a charge.

Or if posting your cheque, please send it to ScottishPower Group, Payment Collection Centre, PO Box 4740, Worthing BN11 9LT. Remember, DO NOT send cash in the post.

Payment support options

If you're struggling to pay right now, please get in touch - we're here to help. If you can't afford to pay this bill in full, we can look at ways to spread the cost into smaller amounts that work for you. To find out more please call us on **0345 058 0002**, Monday to Friday, from 9am to 5pm. You can also chat with us every day from 7am to 11pm at

scottishpower.co.uk/livechatsme

		Electricity Account Bank Giro Credit			
Reference (Account number)		Credit account number		Amount due No fee payable at PO counter	
16171373262		584 0651		£82.01	
Signature _____		 6332265161713732627 CASH CHEQUES £			
Date _____					
NORTHCHURCH PARISH COUNCILÂ NORTHCHURCH RECREATION GROUND HIGH STREET NORTHCHURCH BERKHAMSTED, HERTFORDSHIRE HP4 3SE		RBS Collection Account			
Cashier's stamp and initials		84-06-51			

Please do not write or mark below this line or fold this counterfoil



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Northchurch Parish Council

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NORTHCHURCH PARISH COUNCIL

ALLOTMENT POLICY

Version	V26.4 DRAFT
Date approved	

This document brings together the Council's Allotment Rules Policy, Allotment Application Process and Conditions of Cultivation Policy. Repeated provisions have been combined so that each requirement appears once while retaining the substantive points contained in the three source documents.

1. Purpose and Status

1.1 This document sets out Northchurch Parish Council's rules, eligibility and application process, standards of conduct, and practical conditions for the cultivation and care of allotment plots.

1.2 This document supplements the Allotment Tenancy Agreement. The Tenancy Agreement governs the tenancy and will prevail in the event of any inconsistency.

2. Eligibility

2.1 An applicant must complete an Allotment Interest Form.

2.2 An applicant must be over 18 years of age.

2.3 An applicant must not already have an allotment in another area of Dacorum.

2.4 An applicant must be resident in Northchurch Parish or live within one mile of Northchurch Parish in a town or parish which does not have either council-owned or privately-owned allotments.

2.5 An applicant must join the waiting list where applicable.

2.6 A Tenant who moves outside the permitted area will become ineligible to retain an allotment, subject to the Council's stated eligibility provisions.

3. Application, Waiting List and Allocation Process

3.1 An Allotment Interest Form, available from the Council website, must be completed and submitted to the Clerk by email at clerk@northchurchparishcouncil.gov.uk.

3.2 The Clerk will acknowledge receipt of the form within 7 working days.

3.3 If information is missing, the Clerk will ask the applicant to provide it. The application will not be treated as complete until all required information has been received.

3.4 Once the application is complete, the applicant will be added to the waiting list and notified by email.

3.5 Where a vacant Plot is available and there is no applicant ahead on the waiting list who is entitled to be considered for it, the Clerk will contact the relevant applicant and arrange a viewing. Only vacant Plots will be viewed.

3.6 An applicant may express an interest in a particular Plot. This will be noted but does not guarantee allocation of that Plot.

3.7 An offer of a Plot will only be made once the Plot is vacant and not before.

3.8 Where more than one applicant enquires about, or is eligible to be considered for, a specific Plot, the following allocation procedure will apply:

3.8.1 Existing Tenants will have priority, regardless of the chronological order in which interest in the Plot was registered.

3.8.2 The Council may take account of a Tenant's history of breaches of the rules or cultivation issues for which the Tenant has received written notification from the Council to rectify within the previous 12 months.

3.8.3 If more than one applicant remains eligible after the above considerations, a name will be selected at random at the next Full Council meeting.

3.8.4 Eligibility to be considered for a specific Plot is at the Council's discretion. The factors above are not exhaustive and the Council may consider other relevant factors. The Council's decision on allocation is final.

4. Inspections and Keeping the Council Informed

- 4.1** The Council will carry out regular site inspections to monitor compliance with the Tenancy Agreement and this document.
- 4.2** Any member of the Council or the Council's Allotment Committee may access a Plot or structure for inspection purposes and may take photographs as evidence.
- 4.3** The Tenant must keep the Council informed of any change in circumstances that may affect their ability to comply with the tenancy requirements.
- 4.4** The Council will endeavour to provide reasonable support and advice to a Tenant who requires assistance.
- 4.5** The Tenant must immediately notify the Council of any change of address or contact details. The Council is not responsible for communications not received because contact details were not kept up to date.
- 4.6** Personal data relating to allotments will be processed in accordance with the Council's current GDPR Policy.

5. Co-workers, Visitors, Children and Dogs

- 5.1** A Tenant may enlist family members to assist with cultivation as co-workers.
- 5.2** One co-worker may be registered per Plot and must meet the applicable eligibility criteria.
- 5.3** Registration as a co-worker does not create an automatic right to succeed to, or be offered, the tenancy. Succession or reallocation will be dealt with under the Tenancy Agreement and the Council's allocation procedure.
- 5.4** The Tenant is responsible for the conduct of their visitors and co-workers while on the Allotment Site.
- 5.5** Children under 16 must be accompanied by an adult.
- 5.6** Dogs must be kept under close control and on a lead. They must not foul or damage Plots and must not be secured to pipes.

6. Tenant Conduct and Use of the Site

- 6.1** The Tenant must not cause nuisance, harassment, intimidation, abuse or threatening behaviour towards other plot holders, neighbouring residents, Councillors, Council staff or visitors.
- 6.2** The Plot must not be used for trade or business, and produce must not be grown for commercial sale.
- 6.3** The Tenant must not underlet, assign or part with possession of the Plot or any part of it except where expressly permitted by the Tenancy Agreement.
- 6.4** Motor or wheeled vehicles may only be parked in areas designated by the Council and only while the Tenant is in attendance. Overnight parking on the Upper Allotment Site is prohibited.
- 6.5** The Tenant must not live in or sleep overnight on any part of the Allotment Site.
- 6.6** The Tenant must observe any reasonable site-specific condition notified by the Council for the proper management and preservation of the allotments.

7. Cultivation and Plot Care

- 7.1** The Plot must be used for cultivation and must not be used for purposes unrelated to its use as an allotment garden.
- 7.2** At least 60% of the Plot must be maintained in a proper state of cultivation and fertility. Where this cannot be achieved, the Council may recommend that the Tenant reduces to a half Plot.

- 7.3** The Plot and surrounding area must be kept tidy and clear of litter, refuse and rubbish and must not be allowed to become overgrown.
- 7.4** Materials and equipment kept on the Plot or within any structure must be for the purposes of cultivation and maintenance only.
- 7.5** Carpet, underlay and similar materials must not be used as weed suppressants. Only environmentally friendly materials designed for weed suppression may be used.
- 7.6** The Tenant must not plant invasive plants or shrubs.
- 7.7** Where a Plot adjoins a Site boundary, a clear access strip of approximately 1.5 metres must be maintained free of rubbish, plants, structures and fencing where required for maintenance access.
- 7.8** The Tenant is encouraged to minimise mains water consumption by maximising the use of rainwater through gutters, water butts etc

8. Trees, Hedges and Boundaries

- 8.1** The Tenant must not plant or allow new hedges to grow around the Plot.
- 8.2** Only dwarf fruit trees and dwarf fruit bushes of recognised crop-producing varieties are permitted. Fruit trees should be maintained so that their height does not exceed three metres.
- 8.3** Fruit trees and bushes must not be planted within one metre of, or allowed to overhang or encroach upon, roads, paths, fences or neighbouring Plots.
- 8.4** Where a Tenant takes on a Plot containing a pre-existing tree, the Tenant is responsible for its appropriate maintenance. Where an existing tree causes nuisance or does not comply with these conditions, the Tenant may be required to reduce or remove it at an appropriate time.
- 8.5** The Tenant must not cut or prune boundary hedges, timber or other trees without written consent from the Council, except for proper annual pruning of permitted fruit trees and bushes.
- 8.6** Any hedge forming part of the Plot boundary must be kept cut and trimmed, existing ditches must be kept clear, and any fence or gate forming part of the Plot must be kept in good repair.
- 8.7** Barbed wire, razor wire or similar hazardous materials must not be used.

9. Paths and Access

- 9.1** The Tenant must keep one-half of the width of the grass pathways surrounding the Plot clear of obstruction and in good order.
- 9.2** Paths created within the Plot should use organic or other approved permeable materials. Concrete or cement must not be used for paths or hard standings.
- 9.3** Structures, stored materials and planting must not obstruct access to Site boundaries or pathways.
- 9.4** The Plot and adjoining path must be kept tidy and clear at all times.

10. Structures, Fencing, Edging and Play Equipment

- 10.1** No fence, building, shed, greenhouse, poly-tunnel or other structure may be erected without the Council's prior written consent.
- 10.2** Any application for fencing must state the proposed extent and materials.
- 10.3** Any approved shed, greenhouse or poly-tunnel must be of recognised construction and must not exceed 1.8m x 2.4m x 2.0m high (6ft x 8ft x 6ft 6in high). Site-specific conditions imposed as part of the approval must be observed.
- 10.4** Approved structures must be used only to support cultivation, kept in good repair and, where practicable, incorporate rainwater harvesting.

10.5 Paving or edging may only be laid where necessary to aid cultivation and is subject to any consent required by the Council.

10.6 A pre-existing non-compliant structure should be brought into compliance when it falls into disrepair or is replaced, as directed by the Council.

10.7 At the end of the tenancy, structures and materials must be removed or otherwise dealt with in accordance with the Tenancy Agreement and any direction from the Council.

10.8 Children's play equipment may only be installed with written consent. Any permitted item must be small, well maintained and kept in good repair. Paddling pools and bulky play equipment are not permitted.

11. Materials, Waste and Removal from the Site

11.1 The Council does not routinely remove waste from the Allotment Site.

11.2 The Tenant must remove waste from the Plot and dispose of it lawfully and at their own cost, unless the Council has agreed a separately charged collection.

11.3 Refuse or other material must not be deposited on communal land, roads, paths, lay-bys, car-parking areas or in watercourses.

11.4 Disease-free organic waste should be composted on the Plot or in a communal composting bay where one is provided.

11.5 The Tenant must not take soil, minerals, gravel, sand or clay from the Site without the Council's written consent.

11.6 Materials may only be brought onto the Plot where they are intended for lawful cultivation or maintenance and will not cause environmental damage or adversely affect the horticultural quality of the Site.

12. Fires and Burning

12.1 Fires are only permitted where allowed by the Council's current site rules and must be safely contained in a purpose-built, non-flammable container suitable for garden waste.

12.2 Open ground fires and any fire that is not properly contained are prohibited.

12.3 Any permitted fire must be supervised at all times and fully extinguished before the Tenant leaves the Site.

12.4 A fire must not cause nuisance, excessive smoke or pollution. If a complaint arises or smoke becomes excessive, the fire must be extinguished immediately.

12.5 Fires are not permitted during periods of high fire risk, drought or dry spells, or where prohibited or advised against by the Council or fire authority.

13. Rodent Control

13.1 Any rodent-control measures used on the Plot must comply with applicable product instructions and the CRRU Code where relevant.

14. Breach of Rules

14.1 A breach of the allotment rules may constitute a breach of the Allotment Tenancy Agreement. Any enforcement, termination or Notice to Quit will be dealt with in accordance with the applicable provisions of the Allotment Tenancy Agreement.

14.2 For cultivation or site-management concerns, the Council may first issue an appropriate Notice to Improve or Notice to Remove where this is consistent with the Allotment Tenancy Agreement.

14.3 Non-payment of the Tenancy Fee will be dealt with under clause 6.4 of the Allotment Tenancy Agreement: payment is required within 30 days of receiving the invoice, followed by a final demand allowing a further 7 days before the Council proceeds with the notices specified in that clause.

14.4 Where the Council considers that a Tenant may have breached these Rules or the Allotment Tenancy Agreement, the Council will follow the relevant procedure contained in the Allotment Tenancy Agreement.

14.5 Where an opportunity to remedy the matter is appropriate, the Council may notify the Tenant in writing of the concern and the action required, having regard to the nature and seriousness of the breach.

14.6 Any Notice to Improve, Notice to Remove, Notice to Quit or termination action must be consistent with the Allotment Tenancy Agreement.

14.7 Allegations of bullying, harassment, intimidation, threatening behaviour or other serious misconduct will be considered under the relevant conduct, breach and termination provisions of the Allotment Tenancy Agreement. Any termination decision will be subject to the appeal provision in clause 9.11 of that Agreement.



NORTHCHURCH PARISH COUNCIL

Clerk to the Council: Usha Kilich

Northchurch Parish Council

PO BOX 2603

Kings Langley

WD4 4EJ

Tel: 07543493002

website: www.northchurchparishcouncil.gov.uk email:

clerk@northchurchparishcouncil.gov.uk

NORTHCHURCH PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

Version	V26.0
Date approved by Finance & General Purposes Committee	N/A

Allotment Tenancy Agreement

Please confirm you have read and understand the allotment tenancy agreement:

1. Allotment Law

1.1 The tenancy is governed by this Allotment Tenancy Agreement, the NPC Allotment Policy, the Small Holdings and Allotments Act 1908, the Allotments Acts 1922, 1925 and 1950, together with applicable planning law. In the event of any inconsistency or conflict between this Allotment Tenancy Agreement and the Allotment Policy the terms of the Allotment Tenancy Agreement shall prevail.

2. Parties to the agreement

2.1 The Agreement is between:

Northchurch Parish Council

PO Box 2603

Kings Langley WD4 4EJ

and

The Tenant of an Allotment Garden Plot under Northchurch Parish Council management.

3. Definitions and Interpretation

3.1 Council (Us/We) – Northchurch Parish Council

3.2 Tenant (You) – The tenant that has or will sign the tenancy agreement for plot(s). This person will be liable for all aspects of the plot.

3.3 Plot – The area of land that has been leased to you within the Tenancy Agreement you will have signed

3.4 Allotment site – The entire area within the boundary markings where the allotments are

3.5 Visitors – Anyone that you invite onto the allotment site with you.

4. Agreement

4.1 This Agreement is to let an Allotment Plot, whereby the Tenant agrees to take the tenancy under the terms of this agreement.

4.2 The details of the:

– Plot holder's name.

– Allotment site.

– Plot number.

are contained within the annual fee invoice documentation, sent under separate cover.

4.3 The Council agrees to let, and the Tenant agrees to hire as Tenant from 1st of October to the following 30th of September, and thereafter year to year, as determined in accordance with the provisions of this agreement.

4.4 The Tenant must remain eligible in accordance with the Eligibility Criteria as set out in the Allotments Policy. Should the Tenant no longer meet the Eligibility Criteria the Tenancy will end and not be renewed at the end of that growing season.

4.5 The allotment plot details are kept in the Allotment Register kept by the Council.

4.6 One allotment plot is permitted per household. Where, prior to the commencement of this Agreement, a tenant already holds more than one allotment plot, they may continue to occupy those plots for the duration of their existing tenancy. However, where the tenant is unable to demonstrate that they can adequately cultivate and maintain all plots held, the Council reserves the right to require the tenant to relinquish one or more plots.

- 4.7 Any Member or Officer of the Council shall, at any time when authorised by the Council, enter, and inspect the Plot.
- 4.8 Regular inspections will be undertaken by the Council between the months of April – November. The Tenant will be notified of the inspection dates.
- 4.9 The Tenant must keep the Council informed of any changes to their email, home address or phone number.
- 4.10 The Council will not be responsible for communications not received where the Tenant has failed to keep their contact details up to date.
- 4.11 The Council may, from time to time, request proof of address
- 4.12 The Tenant shall not sublet, assign or part with possession of the Plot or any part of it.
- 4.13 Where two or more individuals or community groups are tenants of an allotment plot, they shall be jointly and separately liable for their obligations under the terms and conditions of this agreement. The Council may act against, or release or compromise the liability of, any one or more of the persons or groups comprising the tenant without affecting the liability of the other such persons or groups.
- 4.14 The Tenant shall use the Plot to produce vegetables and/or fruit crops for personal consumption only and not for any trade or business practice, in accordance with section 22(1) of the Allotment Act 1922. Wildflower areas, or areas left to overgrow are not permitted.
- 4.15 Cultivation and crops must account for a minimum of 60% of the plot. If this cannot be achieved the Council may recommend the tenant reduce their plot to half size. This area includes open ground and raised beds used for crops, as well as sheds, greenhouses, poly-tunnels, managed compost heaps, dwarf fruit bushes and dwarf trees, and areas used for bee hives.
- 4.16 Up to 40 per cent of the plot area may be used for other non-cropped uses. This area includes well maintained paths, ponds, and ornamental planting.
- 4.17 The Tenant shall always maintain the Plot in good condition, free from weeds and in a proper state of cultivation. Failure to maintain the plot in appropriately cultivated conditions may result in the termination of the tenancy.
- 4.18 A Tenant on the lower site must lock gates after entering or leaving the Site. A Tenant on the upper site should lock the gate if they are the last person leaving the site after 6pm. The Tenant must plan to meet personally at the entrance of the Site, any people visiting them or vehicles making deliveries and to ensure that the entrance is securely locked before and after (where applicable). The Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family or household to the allotment unless accompanied by the Tenant or a member of their family.
- 4.19 The Tenant shall return to the Council at the end of the tenancy all gate and other keys provided by the Council or to an Allotment Representative (where one exists). All keys and locks remain the property of the Council.
- 4.20 The Council reserves the right to exclude from the Site without notice, any Tenant or other person who is accused of gross misconduct such as (a) causing serious damage to any allotment or to the crops on the Site or to any communal area or (b) while on the Site, damaging or stealing the property of any other person or (c) assaulting or threatening any person on the Site or (d) any other behaviour in the opinion of the Council that may be considered to be anti-social or criminal in nature.
- 4.21 It is the responsibility of the Tenant to keep the Council updated if there are any changes in the circumstances which may affect the Tenants' ability to maintain their plot in accordance with the Tenancy Agreement.
- 4.22 The Council is not responsible for any loss, theft, damage or injury to any person or property on the Site, and all people who enter the Site do so at their own risk.

4.23 The Clerk will endeavour to resolve any dispute between Tenants. In the event a Tenant is not satisfied with the Clerk's determination of a dispute, he or she can appeal to the Council, using the Allotment Dispute Policy.

4.24 Any Co-Worker, as defined in the Allotment Policy, will be held to the conditions of this agreement and any breach may risk the tenancy for the plotholder

4.25 The Tenant must harvest all crops (except winter crops) and clear the plot of any organic waste that may attract vermin and other pests, by the end of November

5. Restrictions related to an Allotment Plot

5.1 The Tenant shall be provided and must display the plot number as allocated by the Council in a prominent position on the Plot.

5.2 It is not permissible to remove any item from a vacant plot. Items include sheds, greenhouses, poly-tunnels, plants, or crops unless given permission in writing by the Council. The Council will not accept verbal or written permission from the previous plot holder.

5.3 The Tenant must not carry or use a firearm or use snares, for catching wildlife, at any time on an allotment site. Doing so shall be regarded as breach of tenancy with immediate termination of this agreement.

5.4 The Tenant must not cause a nuisance to other plot holders or neighbouring properties – nuisance could include bad or racist language, getting drunk, playing loud music, inconsiderate bonfires, or inappropriate posts on social media.

5.5 Children are very welcome and encouraged to accompany their parents on the plots but must be supervised at all times and not allowed to play on or interfere with other Tenants' gardens.

5.6 No children's play equipment maybe erected or installed on the plot without prior written permission from the Council. Any decisions will be at the Council's discretion.

5.7 No area of the plot is to be turned to lawn.

5.8 Where the plot is adjacent to a Site boundary a distance between 1.5m shall be kept clear of rubbish, plants, structures, fencing etc to allow access for maintenance.

5.9 The Tenant shall not use, install, or bring on site, any items not directly used for the cultivation of the allotment plot.

Items not allowed include (but is not restricted to):

- Items that potentially may contain Asbestos.
- Tyers.
- Rubber or Foamed backed Carpets.
- Treated woodchip and bark mulch.
- Excess quantities of Patio slabs.
- Excess quantities of Bricks.
- Excess timber or items that do not belong on the allotment site.
- Concrete.
- Drones
- Aggregates or stone (unless permission granted at the Council's discretion).

5.10 Should a plot have existing material not complying with section 5.9, the Tenant should remove the items at an appropriate time or when the plot tenancy is terminated. Materials will be removed at the Tenants expense.

5.11 Tenants bringing prohibited items on to an allotment plot will receive a Notice to Remove. Failure to comply with the Notice to Remove will result in a Notice to Quit and Termination of tenancy.

5.12 The Tenant shall not take or sell or carry away any mineral, gravel, sand, or clay or permit any other person to do so.

5.13 The Tenant shall not dig or permit any pits, shafts, wells, or new ditches. One small pond, not covering more than 10% of the area of the Plot and used for the efficient use of rainwater and to increase biodiversity is acceptable.

5.14 The Tenant shall not import, store, or allow on the Site any materials not intended for the lawful use of the Plot as an allotment garden, or which are likely to cause environmental damage or adversely affect the horticultural quality of the Site.

5.15 The Tenant may use a hosepipe for plant watering subject to water company regulations, recommendations, and guidance. Hoses must be handheld and not left unattended when water flows through them. It is not acceptable to use sprinklers, irrigations systems and the like, when attached to the mains water.

5.16 Plots not maintained to an acceptable standard will be issued a Notice to Improve. Tenants who fail to comply by bringing their plot up to the required standard, will then receive a Notice to Quit and Termination of tenancy.

5.17 Tenants should report to the Council/Clerk any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.

5.18 The Tenant must keep dogs under close control, on a lead, while on the Site. They must not allow dogs to foul or cause damage to any allotment plot on the Site.

5.19 The Tenant shall not do any act or thing in connection with the allotment which may be, or become, illegal or a nuisance to the Council, to other Tenants or to the owners or occupiers of other property in the neighbourhood.

5.20 The Tenant shall not encroach or trespass, or allow others to trespass, upon another Tenant's allotment or encroach onto any path, road, or communal space at the Site.

5.21 The Tenant shall not cause any damage to or theft of any property, including crops, belonging to other persons.

5.22 The Tenant shall not install solar panels without prior agreement from the Council. Any decisions will be at the Council's discretion.

5.23 The Tenant shall not install CCTV

6. Tenancy Fees

6.1 An annual fee (the "Tenancy Fee") shall be payable in advance on 1 October each year.

6.2 The Tenancy Fee shall be reduced to 50% for a commencement date from 1st June. All other costs will remain 100% payable.

6.3 The yearly Tenancy Fee is subject to a reasonable annual increase to be determined by the Council and notified to the Tenant.

6.4 The Tenant must pay the requested allotment Tenancy Fee by 30th November. Non-payment by the end of the 30th of November will result in a final demand being issued. The final demand will require payment within a further 7 days of notice. If not forthcoming, the Council will issue a Notice to Quit and Termination Letter together with a Notice to Remove requiring the Tenant to remove any personal items from the plot within 14 days.

6.5 The Council reserves the right to re-grade or re-classify any of its allotment sites, thereby varying the Tenancy Fee for the allotment gardens at that site but shall not do so without first giving 12 months' notice of its intention to affected tenants.

6.6 If a Tenant is struggling to pay their Tenancy Fee, they should contact the Clerk prior to or within 30 days of receiving the invoice.

Email: Clerk@northchurchparishcouncil.gov.uk

6.7 A refundable deposit, at the amount determined by the Council annually, shall be payable at the commencement of the tenancy. The deposit will be refunded in full following termination of the

tenancy, provided that the allotment plot is left in a clean, tidy and reasonable cultivated condition, free from waste, rubbish and any unauthorised structures or materials, and otherwise in a condition reasonably acceptable to the Council. Where the Council incurs reasonable costs in clearing, removing waste or materials, or remedying the condition of the plot following the tenant's departure, the Council reserves the right to deduct those reasonable costs incurred by the Council from the deposit, and if the costs exceed the amount of the deposit, the Council reserves the right to recover the additional reasonable costs from the former tenant.

6.8 In addition to the Rent, the Tenant shall pay an annual water charge towards the costs of providing water to the allotment site. The water charge shall comprise the cost for water usage, supplier charge, and any other associated costs. The water charge shall be determined by the Council annually and shall be payable at the same time as the annual Rent. The water charge shall be calculated on actual consumption of the previous year, and a re-balance of charges will be done prior to the calculation for the forthcoming year. Any surplus payment will be deducted from the forthcoming year. Where a tenant vacates a plot at the end of the growing season, the Council reserves the right to claim any underpaid funds or return any overpayments.

7. Harassment and Equal Opportunities

7.1 We condemn all forms of discrimination, harassment or victimisation.

7.2 If you, either whilst visiting the allotment plots or communicating with any Council member, cause or take part in discriminatory behaviour, harassment or intimidation, this will be treated as a potential breach of the tenancy, the Tenancy Agreement will be terminated. The Council may inform the police where appropriate.

7.3 If you have a visitor who causes or takes part in discriminatory behaviour harassment or intimidation, this will be treated as a potential breach of the Tenancy Agreement.

7.4 Any form of verbal or written communication to the Clerk, Councillors or any other member of the Council which is repeated contact of the same matter or by the same party or by another party on the same or similar theme will be deemed as harassment and bullying and all parties will not be allowed to keep their plot, and we may inform the police.

7.5 If the Council believes there is any form of harassment, bullying or intimidation, they will write to you to request you cease and desist. Should the behaviour continue, it may be treated as a breach of the Tenancy Agreement and dealt with under the applicable breach and termination provisions.

7.6 We will not disadvantage anyone for an allotment plot because of their age, disability, gender reassignment, marriage, and civil partnership, pregnancy, and maternity, race, religion or belief, sex, or sexual orientation.

8. Animals and Bees

8.1 No animals with the exception of chickens (hens up to 6, but not cockerels), rabbits and bees may be kept on allotment plots. Tenants must in all cases obtain prior permission from the Council and comply with all husbandry conditions laid down by Animal and Plant Health Agency (APHA), or British Beekeepers Association, to ensure they are being well and humanely managed, in a manner which is not prejudicial to health or a nuisance and are not being kept for trade or business purposes. Tenants must ensure they do not cause any danger, nuisance, interference, disturbance or annoyance to other tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or plot holders.

8.2 Tenants may keep Bees only with prior written consent of the Council and satisfaction of the Council that the Tenant-beekeeper is suitably qualified to care properly for them to a proficient level of competence. To this end, the following conditions apply:

- The beekeeper should have undertaken a recognised course, to the satisfaction of the Council covering both theoretical and practical firsthand training.

- The beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages.
- Any bees brought onto the Site should be of good temperament and kept that way.
- That the Tenant displays their contact details on the Plot in case of emergency.

8.3 The size and position of structures for keeping chickens (including hens) rabbits, or bees, shall be agreed with the Council prior to the Tenant installing them.

9. Termination of the Tenancy

9.1 The Tenant must return the allotment at the expiration or termination of the tenancy in such condition as shall follow the terms and conditions contained in this agreement as well as the Allotment Policy.

9.2 The Council may terminate tenancy by giving twelve months' notice in writing issued between 29th September to 6th April.

9.3 The Tenant may terminate the Tenancy at any time by writing to the Council giving 28 days' notice.

9.4 In the event of the death of the Tenant, the tenancy shall terminate 3 months after notice of death or sooner by agreement with the Tenant's family and the Council.

9.5 The spouse or civil partner of the named Tenant may on the death of the named tenant succeed the Allotment tenancy on application to the Council.

9.6 All tenants will have a 3-month probation period from the commencement date of the Tenancy. After the end of the probation period the Tenant will meet with the Council, or the representative, to discuss progress and establish whether the tenancy will continue or terminate with immediate effect.

9.7 The Council shall have the right immediately to re-enter and take possession of the Plot and to terminate the tenancy created by this agreement at any time when:

- The Tenancy Fee is in arrears
- The Tenant is in breach of any of the conditions imposed on the Tenant by this agreement.
- On the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

9.8 If after the termination of the tenancy, by either the Council or the Tenant, there remains on the plot structures or materials that are not permitted under this agreement, or cause harm or nuisance to a new plot holder, the Council reserves the right to clear and dispose of such items and the cost of such disposal shall be fully chargeable to the tenant from their deposit and if the cost is greater than the deposit held by the Council, the balance will be claimed from the Tenant.

9.9 If, at any time, the Council suspects the Tenant has not observed their obligations and conditions set out in the Tenancy Agreement or the Allotment Policy, the "Breach of Rules" process, as detailed in the Allotment Policy, will be followed and Notice to Quit may be issued.

9.10 The Tenant shall observe and perform any other special conditions or rules, which the Council considers necessary to preserve the Site from deterioration and in respect of notice served on the Tenant.

9.11 If you believe a decision made in relation to your case is incorrect or unfair, you have the right to appeal. Appeals must be submitted in writing to the Clerk@northchurchparishcouncil.gov.uk within 14 days of the date of your termination letter, stating the specific grounds for your appeal and any supporting evidence. Your appeal will be reviewed by the Allotment Committee whose decision in the matter shall be final and conclusive.

10. Letters and Notices

10.1 Any letter or notice required to be served on the Tenant under this agreement must be served by hand, by pre-paid post, or by email on the Tenant at their address as entered in the Allotment

Register, or failing that, by fixing the same in some conspicuous manner on the Plot. The Council will serve any notice upon the tenant at their last known address. Failure to keep contact details up to date is a breach of this agreement and may result in Notice to Quit notice being issued.

10.2 The Council will serve Notices directed to all Tenants either by email, by posting them prominently on the Site noticeboard, or similar display space, or by including them in any newsletter or journal distributed by the Council to all its members/plot holders.

10.3 The Council will only receive Notices directed to them by email, hand delivered, or by pre-paid post and addressed to:

Northchurch Parish Council, PO Box 2603 Kings Langley WD4 4EJ.
or e-mailed to: clerk@northchurchparishcouncil.gov.uk

11. General Data Protection Regulations

11.1 The Council retain Tenants' contact details, allotment history and other information relevant to their tenancy and membership of an Allotment Society, on a secure computer drive or cloud. The Council only uses this information for management and administration of Allotments. The Council will not disclose information to third parties unless the Council requires them to do so by law or in compliance with its legal obligations. The Tenant may inspect the information held by the Council about him/her/them on request. For more information, please contact the Information Commissioner's Office: <https://ico.org.uk>.