



Datchworth
PARISH COUNCIL
SERVING THE COMMUNITIES OF DATCHWORTH, BULLS GREEN, BURNHAM GREEN & HOOKS CROSS

Leisure Plots on old Turkey Farm Site

Terms & Conditions (Revised April 2022)

The Leisure Plot tenants shall comply with the following conditions:-

1. The tenant(s) shall keep the plot clean, free from weeds and in good condition.
2. The tenant(s) shall ensure that a 2ft border between each plot is maintained and that the border is kept clear of obstructions.
3. The tenant(s) shall not cause any nuisance or annoyance to the occupier of any other plot, neighbouring properties or other Turkey Farm users.
4. The tenant(s) shall use the produce grown for personal and family use only, it must not be used for the purpose of any trade or business.
5. The tenant(s) shall not underlet, assign or part with the possession of the plot or any part of it. However, joint tenancy of a plot can be undertaken with the agreement of the Parish Council.
6. The tenant(s) shall not, without the written consent of the Parish Council, cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, clay or soil.
7. The tenant(s) shall not erect any building or structure on the plot other than fruit cage's which should not exceed 1.52 metres/5ft in height, compost bins/cold frames should not exceed 1 metres/3ft.
8. The tenant(s) shall not use barbed wire anywhere on or surrounding the plot.
9. The tenant(s) shall not, without the written consent of the Parish Council, plant any trees or fruit bushes or any crops which require more than twelve months to mature (currants, gooseberries and raspberries excepted) Trees that have self-seeded should be removed as soon as possible. New tenants that take on a LP with an existing tree or shrub, with a base diameter of 3inch or over may be allowed to keep it as long as it is one of the following: Hawthorn, Juniper, Oak, Silver Birch. It is the tenant's responsibility to maintain the shrubs and trees that are on their plot. If the tree/shrubs

are not maintained you may be asked to remove it/them at your own cost.

10. The tenant(s) shall not deposit, or allow other persons to deposit, on the plot any refuse, or place any matter in any adjoining or adjacent ditches or dykes or any adjoining land of the Parish Council.
11. The tenant(s) shall not bring any dog onto the LP, unless the dog is held on a leash.
12. The tenant(s) shall not keep or rear any livestock whatsoever on the plot.
13. The tenant(s) shall not affix hosepipes or other irrigation devices to the water supply provided. One water butt per plot is allowed but must be covered when not in use to prevent danger to animals and children.
14. The tenant(s) shall observe and perform any other special conditions which the Parish Council consider necessary to preserve the plot from deterioration and of which notice is given.
15. The tenant(s) shall be aware of health & safety risks or hazards on the plot at all times. The tenant(s) should not leave any tools or machinery unattended on the plot and ensure that all pesticides and fertilisers are stored away safely or disposed of properly. The tenant(s) shall ensure that canes and any other sharp objects are capped at the end for protection. (The parish council cannot be held responsible for the loss or damage to any tools or machinery that are left unattended or left out)
16. The tenant(s) shall not drive any motorized vehicles to the plots, with the exception of when transporting heavy or bulky goods and only when weather conditions allow for a non-destructive and safe trip. To do this, permission must have been given by the Parish Council by way of a completed agreement form and confirmation of cover by your motor insurance company.
17. The tenant(s) shall ensure that they have adequate Public Liability cover under their home insurance policy that would pay out in the event of injury to others caused by the plot holder.
18. The Parish Council will be responsible for paying the water rate charges relating to the site as well as insurance and maintenance of the storage container, perimeter fence and gates. Note: Goods stored inside the container or on your plot are not insured by the parish council..
19. Before the end of tenancy, it is the responsibility of the tenant(s) to fill in any holes, furrows and to flatten the plot where possible with all rubbish removed. This is to ensure that the plot can be maintained and kept to a standard ready for a new Tenant(s)

Payment of Rent

The rent of the plot is to be paid in May of each year, unless otherwise agreed in writing; the latest a payment can be made is the 31st May. Failing to pay between these dates

Parish Clerk: Andy Short
c/o Datchworth Village Hall, 52 Datchworth Green, Herts SG3 6TL
Tel: 07938 743424 Email: clerk@datchworth-pc.gov.uk

could result in the loss of your plot. The Council reserves the right to increase the plot renewal fee as and when necessary.

Power to Inspect the Plot

Any member or duly authorised Officer of the Parish Council shall be entitled at any time to enter and inspect the plot.

Insurance Cover

It is the responsibility of the Leisure Plot holder to make sure that they have the appropriate Public Liability cover in place. Please ensure that by the 31st May, either the Clerk or Councillor Groves has seen a copy of your Public Liability cover and it has been by signed off by one of them on the agreement form.

Termination of the Tenancy

1. The Tenancy shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Parish Council terminates.
2. It may also be terminated by the Parish Council by re-entry after one month's notice in writing:
 - a. If the rent is in arrears for more than four months from when the renewal letter is sent
 - b. if the tenant is not duly observing the rules affecting the plot or any other term or condition of the tenancy, or if, in the opinion of the Council, the tenant is not making reasonable beneficial use of the plot, or if the tenant becomes bankrupt or compounds with his creditors.
3. The tenancy may also be terminated by the Parish Council or tenant by twelve months' notice in writing, expiring on or before 6th April or on or after 29th September in any year or by a lesser period subject to the agreement of both parties.
4. The tenancy shall also be terminated after three months if the tenant ceases to be a resident of Datchworth Parish with no refund of rental.
 - a. For any purpose for which it was acquired by the Parish Council or has been appropriated under any statutory provision.
 - b. For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
5. Nothing in these rules and conditions shall entitle the tenant to claim compensation from the Parish Council in respect of the loss of his plot improvements thereto or any produce.

The Parish Council reserves the right to make amendments to the terms and conditions from time to time as they so wish.

Datchworth Parish Council

AGREEMENT

I have read, understood and agree to the Terms and Conditions and understand that a copy of this agreement will be held by the Parish Council Clerk on file.

Leisure Plot No(s):

Signed :

Date :

Print Name:

Address:

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Email Address:

Contact Number:

Public Liability Insurance cover: YES/NO Signed:

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