

# Haversham cum Little Linford Parish Council

## Allotment Tenancy Terms and Conditions

March 2022 version

### **1 Interpretation of terms**

These Terms and Conditions constitute the Allotment Rules that all tenants of allotment plots agree to abide by when they sign the application form for an allotment. This agreement is renewed annually with the payment of rent.

Throughout this document, the expression 'The Council' means the Parish Council of Haversham cum Little Linford and includes any committee of the Council or any allotment managers appointed by the Council under the Allotment Acts, 1908 to 1950.

Allotment plot refers to an individual allotment garden as defined in the Allotments Act 1922. All allotment plots are 5 poles or thereabouts in area (approximately 125 m<sup>2</sup>) although dimensions (length and width) vary.

### **2 Eligibility**

Any adult resident of the Parish is eligible to become a tenant of an allotment. Non-residents may also apply but their application will only be granted if there are vacant plots available. Haversham residents will be given priority in any waiting list, if one is necessary.

### **3 Rent**

The annual rent is due for payment by the tenant on 1<sup>st</sup> April each year.

The annual rent for each allotment plot shall be reviewed annually by the Council. The Council aims to set the rent at a level that will cover some of the regular expenditure but will not produce a profit. The two main items of expenditure are water supply and grounds maintenance.

### **4 Security**

Gates must be kept locked at all times i.e. both after entry and on leaving the allotment area. All tenants share responsibility for keeping the allotment area secure.

Tenants will be issued with a key, for which they need to provide a deposit. All keys remain the property of the Council and must be returned to them on termination of the tenancy. Deposits will be refunded to Tenants when they return the key following termination or surrender of the tenancy, *provided that* the plot is vacated in a good, useable condition. Loss of the key must be reported to the Council immediately and a further deposit for a replacement key will be required.

### **5 Sub-letting**

The Tenant shall not sub-let the allotment plot or any part thereof without the written consent of the Council.

### **6 Power to inspect**

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect any allotment plot.

## **7 General conditions under which allotment plots are to be cultivated**

7.1 The Tenant shall keep the plot clean and in a good state of cultivation and fertility, and in good condition.

7.2 The Tenant shall start to manage the plot within two months of accepting the tenancy.

7.3 Tenants should inform the Council if they have any difficulties in keeping their plot in good condition.

7.4 The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or to local residents.

7.5 The Tenant shall not obstruct or encroach on any of the main paths set out by the Council nor on the paths between individual plots. Note that paths between individual plots are included within the tenanted area of each plot and are not additional; maintenance of these paths is the joint responsibility of adjoining tenants.

7.6 The Tenant shall not deposit or allow any other persons to deposit any refuse or waste materials on or around the allotment area. Any non-compostable waste material resulting from allotment activities (e.g. plastic, metal, empty containers, netting, posts etc.) must be removed from the allotment by the Tenant as soon as the material is no longer in use.

7.7 The Tenant shall not use carpet or underlay on the allotment plot.

7.8 The Tenant shall not use barbed or razor wire.

7.9 The Tenant shall not bring vehicle tyres on to the allotment site.

7.10 The Tenant shall not use glass on the allotment site.

7.11 Tenants shall not, without prior written consent of the Parish Council erect any structure on their allotment plot. New and replacement structures such as sheds shall not exceed base dimensions of 6ft x 4ft and have a maximum height of 6ft. Structures must be of sound construction, good condition and windows must be of a plastic material (no glass). Any structure erected on an allotment plot shall be regularly maintained as required by the Parish Council. The Parish Council reserves the right to request removal or repair of all erected structures on a tenant's allotment plot where the tenant fails to maintain the structure to an acceptable standard. Structures erected upon a tenant's allotment plot shall be removed upon termination of a rental agreement unless otherwise agreed by the Parish Council. Where it is agreed a structure can be left on a vacated plot that agreement shall be at no financial expense to the Parish Council.

7.12 The tenant may erect a polytunnel with the following maximum dimensions: width 2.5 m, length 3.0 m (and height proportionate to width). The tenant must obtain the written consent of the council for the siting of the polytunnel on the plot.

7.13 Dogs belonging to Tenants are permitted but must be kept on a lead at all times. Any dog waste must be removed.

7.14 The use of motor vehicles is limited to transportation of gardening equipment and is at the owner's risk. Access shall be via the lane between 3 and 5 Brookfield Road to the parking space available inside the gate at that end of the allotment area. There shall be no vehicle access into the allotment area between 1st November and 15th April (except in emergencies). Care shall be taken by allotment holders at all other times when the ground is wet or following heavy rainfall. The Parish Council reserves to itself the right to temporarily prohibit vehicle access at any time and this shall be conveyed to allotment holders via email communication. The Parish Council shall not be responsible for any loss or damage to allotment tenant's vehicles whilst being used on the allotment site. Tenants who cause damage to the allotment access or ridings will be held responsible to rectify or reinstated any damages caused. Tenants wishing third parties to use the allotment access for whatever purpose shall seek specific permission from the Parish Council giving notice of the intended use. All requests for permission shall be addressed to the Parish Councillor responsible for the allotments.

7.15 The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees (other than those on their tenanted plot), or take, sell, or carry away any mineral, soil, gravel, sand or clay from the allotment site.

7.16 Children must be accompanied by an adult and must not enter on to other plots. If you take children with you to the allotments, please be aware of the dangers – you are responsible for their safety.

7.17 Bonfires should only be lit when absolutely necessary. Composting is usually a better alternative. If burning is the only option then woody cuttings etc, unsuitable for composting, should be thoroughly dry to produce a quick, hot fire with minimum smoke. If you must have a bonfire, be considerate of nearby residents. Be aware of the wind direction and don't light a fire if the wind is blowing towards the houses. Never burn plastic or anything other than dry wood and plant material.

7.18 The Tenant shall observe and perform any other special conditions which the Council consider necessary to preserve the allotment area from deterioration.

## **8 Chickens and other livestock**

8.1 The Tenant shall not keep chickens or any other livestock on the allotment site without the written consent of the Council.

8.2 Cockerels are not permitted.

8.3 The Tenant shall not, without the written consent of the Council, erect any building on the allotment plot other than one reasonably necessary for the purpose of keeping chickens or rabbits, or otherwise described in these Terms and Conditions.

8.4 A maximum of 25% of the area of any one plot may be given over to the accommodation of chickens or rabbits.

8.5 Tenants who keep permitted livestock must at all times demonstrate that acceptable levels of animal welfare are being maintained.

8.6 The tenant shall be liable for any claim arising from livestock kept on the allotment.

### **9 Termination of tenancy**

9.1 The tenancy of an allotment plot may be terminated by the Council by service of 28 days' notice if:

- The rent is more than 40 days overdue (i.e. not paid by 11<sup>th</sup> May).
- The Tenant is not keeping their plot in good condition (see Section 6), or not duly observing any other Term or Condition of their tenancy.

9.2 Tenants should inform the Council if they wish to terminate their tenancy.

9.3 In the event of the termination of the tenancy, the Tenant shall remove all their personal property and leave the plot in a clean and tidy condition. If, in the opinion of the Council, the allotment plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the outgoing Tenant (Allotments Act 1950, s.34).

9.4 The tenancy of an allotment plot shall, unless otherwise agreed to in writing, terminate on the rent day next after the death of the Tenant.

### **10 Service of notices**

Any notice may be served on a tenant either personally or by leaving it at or posting it to the tenant's last known place of abode, or by fixing it in some conspicuous manner to the allotment plot.

### **11 Council's decision**

The Council's decision on any matters not explicit in these Terms and Conditions is final.

### ***Disclaimer:***

Haversham-cum-Little Linford Parish Council shall not be held liable for injury to any persons using the allotments or any persons accompanying allotment holders.

Whilst every effort is made to ensure the security of the allotment site, Haversham-cum-Little Linford Parish Council cannot be held responsible for any loss or damage to equipment used and/or stored on the allotments or any vehicles entering the entrances to the site or the site itself.