

HAVERSHAM-CUM-LITTLE LINFORD PARISH COUNCIL

TERMS AND CONDITIONS FOR AN ALLOTMENT GARDEN

1 Interpretation of terms

1.1 This Agreement sets out the rules by which the Tenant must abide and will be renewed and re-signed annually on 1 April of each year.

1.2 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.

1.3 An '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 m²) although dimensions in terms of length and width vary.

2 Eligibility

2.1 Any resident of the Parish, over 18 years of age, is eligible to become a Tenant of an Allotment Plot. Non-residents may also apply but their application will only be granted if there are vacant Allotment Plots available. Residents of Haversham and Little Linford will be given priority in any waiting list, if one is necessary.

3 Rent, Key Deposit and Security Deposit

3.1 The annual rent is due for payment by the Tenant on 1 April each year and this shall be reviewed annually by the Council. The details of all payments are set out in Annex A. All payments must be received by the last working day of April.

3.2 Any new Tenants taking on an Allotment Plot on 1 April 2023 must provide a Security Deposit, and this is to be paid to the Council by bank transfer, the details of which are set out in Annex A.

3.3 All Tenants must also provide the Parish Council with a Key Deposit of £15 and the key will be issued by the Councillor responsible for the allotments. All keys remain the property of the Council and must be returned on termination of the tenancy.

3.3 The Security Deposit and Key Deposit will be refunded to the Tenant upon return of the key following termination or surrender of this Agreement *provided that* the Allotment Plot has been managed and maintained properly in accordance with the terms and conditions of this Agreement.

3.4 Loss of a key by the Tenant must be reported to the Council immediately and a further Key Deposit of £15 for a replacement key will be required.

4 Security

4.1 The Tenant must ensure gates are kept locked at all times i.e. both after entry and on leaving the allotment area.

5 Sub-Letting

5.1 The Tenant shall not assign or sub-let the Allotment Plot or any part thereof without the written consent of the Council.

6 Power to Inspect

6.1 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

7.1 The Allotment Plot is primarily taken by the Tenant for the purposes of growing fruits and vegetables.

7.2 The Tenant shall keep the Allotment Plot clean and in a good state of cultivation and fertility, and in good condition.

7.3 Any trees or bushes grown on an Allotment Plot must be kept under control and maintained throughout their tenancy. Any Tenant wishing to remove any trees grown on their plot must gain written approval from the Council before any work is undertaken.

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

7.5 The Tenant should inform the Council if they have any difficulties in keeping their plot in good condition.

7.6 The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Plot, or to local residents.

7.7 Dogs belonging to Tenants are permitted but must be on a lead at all times. Any dog waste must be removed immediately and disposed of by the appropriate means away from the Allotment site. The Council may in its absolute discretion ban dogs from the allotment site should a Tenant not abide by these conditions.

7.8 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.

7.9 Children must be accompanied by an adult and must not enter other Allotment Plots. If the Tenant takes children to a specific Allotment Plot or the allotment site as a whole, the Tenant is reminded to be aware of the dangers and their responsibility for childrens' safety.

7.10 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 do not light a fire if the wind is blowing towards neighbouring properties. Never burn plastic or anything other than dry wood and plant material.

7.11 The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Plot, unless written consent has been gained from the Council.

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

8 Waste and Materials

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

8.2 The Tenant shall not use carpet or underlay on the Allotment Plot.

8.3 The Tenant shall not use barbed or razor wire.

8.4 The Tenant shall not bring vehicle tyres onto the allotment site.

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

8.6 Upon termination of this Agreement, the Parish Council may at its discretion request that the Tenant removes any hard landscaping products i.e. slabs, gravel or hardcore used for paths or any other feature.

9 Structures

9.1 Tenants shall not, without prior written consent of the 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. For the avoidance of doubt, Tenants with multiple Allotment Plots may not thereby multiply the maximum allowed dimensions and as such must install multiple structures in accordance with the maximum dimensions for a single Allotment Plot.

9.2 Any structures installed must be of sound construction, good condition and windows of a plastic material (no glass). Any structure erected on an Allotment Plot shall be regularly maintained as required by the Council. The 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.

9.3 Structures erected upon a Tenant's Allotment Plot shall be removed upon termination of this Agreement unless otherwise agreed by the Council. Where it is agreed a structure can be left on a vacated Allotment Plot that agreement shall be at no financial expense to the Council.

9.4 The Tenant may erect a polytunnel with the following maximum dimensions: width 2.5 m, length 3.0m (and height proportionate to width). The Tenant must obtain the written consent of the Council for the siting of the polytunnel on the Allotment Plot.

9.5 The Tenants may not erect a fence around the perimeter or any part of their Allotment Plot without obtaining the written consent of the Council in advance. Any fencing installed after approval shall be removed upon termination of tenancy unless otherwise agreed in writing by the Council.

10 Vehicles and Access

10.1 The use of motor vehicles is limited to transportation of gardening equipment and is at the Tenant's own 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 site. There shall be no vehicle access into the allotment site between 1 November and 1 April (except in emergencies).

10.2 When the allotment access is open, care shall be taken by the Tenant when the ground is wet or following heavy rainfall. The Council reserves to itself the right to temporarily prohibit vehicle access at any time and this shall be conveyed to the Tenant via email communication.

10.3 The used of vehicles is only permitted along the lower allotment track. At no time should any Tenant or third-party drive along the upper allotment track.

10.4 The Council shall not be responsible for any loss or damage to the 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.

10.5 Tenants wishing third parties to use the allotment access for whatever purpose shall seek specific permission from the Council giving notice of the intended use.

10.6 The Tenant shall not obstruct or encroach on any of the main paths set out by the Council nor on the paths between individual Allotment Plots. Note that paths between individual Allotment Plots are included within the Tenanted area of each plot and are not additional; maintenance of these paths is therefore the joint responsibility of adjoining Tenants.

11 Chickens and Other Livestock

11.1 The Tenant may only keep chickens, livestock or beehives on the allotment site with the written consent of the Council, which is granted in its absolute discretion.

11.2 Cockerels are not permitted under any circumstances.

11.3 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 this Agreement.

11.4 A maximum of 25% of the area of any one Allotment Plot may be given over to the accommodation of chickens or rabbits. The height of a solid chicken coop structure must not exceed 4ft; any structure over and above 4ft must be constructed of a transparent material.

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

11.6 The Tenant shall be liable for any claim arising from livestock kept on the allotment.

12 Termination of Tenancy

12.1 This Agreement 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 May).
- The Tenant is not adhering to the terms of this Agreement, whether explicit or implied.

In these circumstances, this Agreement shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

12.2 The Tenant should inform the Council if they wish to terminate their tenancy. No pro rata refund will be due to the Tenant in this circumstance.

12.3 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 within 14 days of termination. 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.

12.4 The tenancy of an Allotment Plot shall, unless otherwise agreed to in writing, terminate on 1 April after the death of the Tenant.

13 Service of Notices

13.1 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.

14 Consent

14.1 All requests for permission shall be addressed to the Councillor responsible for the allotments.

15 Council's Decision

15.1 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 Tenants using the allotments or any persons accompanying them.

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

Annex A: Rent and Security Deposit

For the year 2023/4, commencing 1 April 2023, the Tenant is due to pay:

1. Annual rent of £30 per Allotment Plot, which is to be multiplied by the number of Plots at the beginning of this Agreement
2. Security Deposit of £50 for new Tenants as of 1 April 2023
3. Key Deposit of £15 for new Tenants as of 1 April 2023

All payments must be made by bank transfer and are to include as a reference the number of the relevant plot(s). The Council does not accept cash.