



TENANCY AGREEMENT 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 or sub-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.

1.4 The 'Allotment Site' refers to all parts of the allotments accessible to a Tenant with the requisite key, including pedestrian and vehicular access routes.

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-cum-Little Linford Parish will be given priority in any waiting list if one is necessary.

3 Rent, Key Deposit and Security Deposit

3.1 Details of all charges for 2024/5 are included within Annex A at the end of this Agreement.

3.2 All payments are to be made to the Council bank account, the details of which are included in the Allotment Invoice and are to include the relevant Invoice Number as a reference for the payment. The Council does not accept cash.

3.3 The annual rent and any surcharges are due for payment by the Tenant on 1 April each year and this shall be reviewed annually by the Council. All payments must be received by the last working day of April to the nominated bank account.

3.4 Any new Tenants taking on an Allotment Plot on 1 April 2024 must provide a Security Deposit.

3.5 All Tenants must also provide the Council with a Key Deposit 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 within 30 days of the termination of Tenancy. If the key is not returned within this period, the Key Deposit will be forfeited.

3.6 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.

3.7 Loss of a key by the Tenant must be reported to the Council immediately. For the avoidance of doubt, in this instance the Key Deposit will be forfeited and a further Key Deposit for a replacement key will be required.

3.8 Keys are not to be shared with non-Tenants without prior consent from the Council.

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. The process of letting or dividing is wholly the responsibility 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. The Council will conduct at least one inspection per calendar year but may decide at its absolute discretion to conduct further inspections with no prior notice to Tenants.

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 The Tenant is responsible for their own safety and of those around them at all times whilst accessing or on the Allotment Site. The Tenant is responsible for the maintenance of any machinery being operated.

7.3 Any fruiting 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. This will allow the Council to put plans in place to assist where possible.

7.6 The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Plot, or to local residents. The Tenant should be mindful of the time of day when operating noisy machinery.

7.7 Dogs belonging to Tenants are permitted but must be on a short leash and under close control 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 Allotment Plots belonging to other Tenants. 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 for burning rubbish. Composting is usually a better alternative. If burning is the only option, then woody cuttings etc, which are unsuitable for composting, should be thoroughly dry to produce a quick, hot fire with minimum smoke. If a bonfire is absolutely necessary, be considerate of nearby residents and the time of day. 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 Barbecues and campfires are not permitted at any time.

7.12 Tenants are not to use any part of the Allotment Site to store items other than those required for the cultivation of their Allotment Plot.

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

7.14 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 Any waste created from the Allotment Plot must be managed by the Tenant and not disposed of within another Allotment Plot or any receptacle intended for such waste on another Allotment Plot, even if the Allotment Plot is vacant.

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

8.4 The Tenant shall not use barbed or razor wire.

8.5 The Tenant shall not bring vehicle tyres onto the Allotment Site.

8.6 The Tenant shall not use glass on the Allotment Site.

8.7 The Tenant shall not store petrol or any flammable liquids or gases on any part of the Allotment Site. If such materials are required, written consent should be sought from the Council.

8.8 Upon termination of this Agreement, the 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.

10 Water

10.1 The water supply may be switched off during inclement weather if not doing so would compromise Council assets. The Council makes this decision in its absolute discretion and will communicate the decision to the Tenant and the expected duration.

10.2 The Tenant should be mindful of their water usage. We encourage Tenants to harvest water from their fixed structures, if in existence, on their Allotment Plots.

10.3 Submersible pumps are not permitted to be used in the water troughs to aid the filling of water butts or storage containers.

10.4 Water from the troughs is not suitable to be used as drinking water for human consumption.

11 Structures

11.1 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 a standard UK shed of these dimensions. 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.

11.2 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.

11.3 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.

11.4 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 and polytunnels must be installed in a secure manner.

11.5 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 must not obstruct the shared pathways with neighbouring Tenants. Any fencing installed after approval shall be removed upon termination of Tenancy unless otherwise agreed in writing by the Council.

12 Vehicles and Access

12.1 The use of motor vehicles is limited to transportation of gardening equipment and materials required 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) and the Council reserves the right to extend this closure based on weather conditions and this shall be conveyed to the Tenant via email communication. Use of vehicle access by Tenants will be closely monitored by the Council.

12.2 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.

12.3 The use 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.

12.4 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 reinstate any damages caused as deemed required by the Council.

12.5 Tenants wishing third parties to use the allotment access for whatever purpose, including delivery of materials required, shall seek specific permission from the Council giving notice of the intended use. The Tenant is responsible for the actions of any third party that is granted access by the Council.

12.6 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 and must not be obstructed.

13 Chickens, Rabbits and Beekeeping

13.1 The Tenant may only keep chickens, rabbits and beehives, collectively referred to as 'permitted livestock' hereinafter, on the Allotment Site with the written consent of the Council, which is granted in its absolute discretion.

13.2 Cockerels are not permitted under any circumstances.

13.3 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 permitted livestock, or otherwise described in this Agreement.

13.4 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.

13.5 Tenants must site their permitted livestock in a suitable location on their Allotment Plot and may be required to re-site them if deemed necessary at the request of the Council i.e. beehives are to be kept away from shared pathways or ridings.

13.6 Tenants who keep permitted livestock must at all times demonstrate that acceptable levels of animal welfare are being maintained. Permitted livestock are to be kept in accordance with the relevant Policy.

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

14 Relevant Allotment Policies

14.1 The Council has separate Policies relevant to Tenants regarding aspects of allotment management. It is the Tenant's responsibility to ensure that they are acquainted with these Policies and comply with them. The Council will amend these policies from time to time and they will be included on the Allotments page of the Council website www.havershamlittlelinfordpc.gov.uk

15 Written and Verbal Warnings

15.1 In the event that a Tenant does not adhere to the terms of this Agreement, whether explicit or implied, it is up to the absolute discretion of the Council as to whether it is appropriate to issue a written or verbal warning to the Tenant or invoke the termination procedure in Clause 16.

15.2 All breaches of the terms of this Agreement, and previous Agreements, and any warnings issued, will be kept on file by the Council.

16 Termination of Tenancy

16.1 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.

16.2 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.

16.3 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.

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

16.5 Once the Tenancy is terminated, Tenants do not have the discretion to pass their plot onto an individual of their choosing without the consent of the Council.

17 Service of Notices

17.1 Any notice may be served on a Tenant either personally, by email, 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.

18 Disputes

18.1 Disputes between Tenants will be referred to the Council for due process and the decision of the Council will be binding on all Tenants involved in the disputes.

19 Contractual Communications

19.1 All requests relating to contractual matters, for instance, relating to complaints, termination or permissions shall be addressed to the Clerk at the email address clerk@havershamlittlelinfordpc.gov.uk

20 Council's Decision

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

21 Complaints

21.1 Should a Tenant wish to raise a formal complaint about any matters concerning their Tenancy, the Tenant should refer to the Complaints Procedure as detailed on the Council website.

22 Use of Personal Data

22.1 All matters relating to the storage and processing of Tenant-related data shall be in accordance with the Data Protection Policy as detailed on the Council website. Upon signing this agreement, the Tenant consents for the Council to hold their data and such data shall not be used for any other purpose other than communication about to the Tenancy. It will not be shared with other parties.

23. Equal Opportunities

23.1 The Council's commitment to Equal Opportunities is recognised in its Equal Opportunities Policy as contained on the Council website.

Disclaimer:

The 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: Allotment Charges

For the year 2024/5, commencing 1 April 2024, the Tenant is due to pay:

1. Annual rent of £30 per 5-pole Allotment Plot, which is to be multiplied by the number of Plots at the beginning of this Agreement. Half plots are pro-rated accordingly.
2. Water surcharge of £3 per 5-pole Allotment Plot, which is to be multiplied by the number of Plots at the beginning of this Agreement.
3. Security Deposit of £50 for new Tenants as of 1 April 2024, which is a static figure regardless of the number of Plots at the beginning of this Agreement.
4. Key Deposit of £15 for new Tenants as of 1 April 2024 for ownership of a single key.