

Contract

AMBROSDEN PARISH COUNCIL TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on theday of 20..... between
Ambrosden Parish Council

of 11 Oak Lane, Ambrosden, Oxon, OX25 2SG Moor View, Merton, Bicester, Oxon OX25 2NL

('the Council') and

of

'the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at The Watermeadows, Ambrosden and referenced as Plotin the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the day of 20... [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £..... whether demanded or not which shall be payable:

[a] in full on the day of 20..... [and for every year after the first year of the tenancy on the day of].
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by [him/herself] and [his/her] family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

Commented [lc1]: Can this say friends and family (otherwise we are all going to have to be related to do swapsies on produce)

6. The tenant shall reside within Ambrosden Parish during the tenancy, or within the neighbouring parish should they be a non-resident.

Commented [lc2]: This needs amending/clarifying in light of current situations. Use similar 'quote' as PC regulations for councillors? Or something akin to the Arnott comment? – PC to advise here as it is contractual not general day-to-day

7. During the tenancy, the tenant shall:

- a) keep the Allotment Garden clean and in a good state of fertility and cultivation (including weed control on the plot);
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
- c) not keep any livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade; furthermore, must obtain written permission from the Council before bringing any animals onto the site;
- d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
- e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
- f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission; and then only in the designated area as per the attached plan;
- g) not fence the Allotment Garden without first obtaining the Council's written consent;
- h) not to light any bonfires or burn any rubbish or waste; Organised Barbecues are only permitted for allotment special events subject to being approved by both the Parish Council and the Allotment Committee.
- i) trim and keep in decent order all hedges forming part of the Allotment Garden; or vegetation which may grow through the allotment fencing adjacent your allotment garden;
- j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
- m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant [shaded brown for identification purposes only on the plan attached].

Commented [lc3]: Radios/sound carrying devices such as bird scarers?

Commented [lc4]: Not bring/not keep?-many holders stop by for watering etc. when dog walking unless we want to put a stop to this?

8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council, the Council will issue a copy of the Allotment Tenants Handbook to every tenant.

Commented [lc5]: This needs clarification – if present without tenant's permission then surely this is trespass?

Commented [lc6]: Should there be a specification here e.g. Should a tenant chose to invite a guest to their plot, this should be limited to friends and family members only. By extending invitations, the tenant undertakes to uphold all responsibility for their guests behaviour and welfare while on the site. Guests should be limited in number and duration so as not to cause a disturbance to other plot holders.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

Commented [lc7]: How often and when/how is it published? Suggest review is 6mths after each inspection but major changes to rules will only take effect at the start of each tenancy year when contracts are renewed.

~~10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.~~

Commented [lc8]: Which is it? 11 seems to make more sense... #10 makes it tricky to shift non-allotmenting people

~~11.~~ 10. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:

- a. the rent is in arrears for 40 days or;
- b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 7 or clause 8; or
- ~~c.~~ the tenant lives more than one mile outside Ambrosden Parish or the neighbouring parish where they reside
- ~~d.~~ If the tenant is in breach of any of the rules of the contract or tenants handbook and following written notification, fails to resolve any breach highlighted by the council

~~11. For reasons other than those stated in point 10, the tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.~~

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~~c.e.~~

12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy 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.

13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.

Commented [lc9]: No mention of plants! (Ref site 2...)

What happens if they don't remove? What will happen?
What happens to deposit?

16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed by

.....

The tenant

and

.....[signature of the Council's Proper Officer]

[GEMMA JENNINGSLYNNE-BUSTIN PARISH CLERK]

For and on behalf of the Council

Commented [AK10]: UPDATE!

Handbook

AMBROSDEN PARISH COUNCIL

Last Updated and Reviewed by Parish Council on:

Allotment Tenants Handbook

About this guide

This guide is provided for anyone who rents an allotment garden from Ambrosden Parish Council.

This guide should be read in conjunction with your tenancy agreement.

This guide is not an authoritative interpretation of all applicable allotment law, but it attempts to explain your obligations under the formal agreement that is made between a tenant and Ambrosden Parish Council.

The success of an allotment site is dependent on co-operation between garden tenants, allotment representatives and those responsible for the management of the site.

Allotment Holders Charter

We (the Parish Council) promise that we will:

Undertake the administration of allotment sites and provide access through the relevant officer for allotment holders who have queries or complaints. Inspect the condition of gardens and maintain suitable standards of care, issuing warnings and notices to quit as appropriate. Meet with allotment representatives at least twice a year to discuss any current issues. Work closely with allotment representatives and tenants to ensure the provision of an appropriate and satisfactory allotment service.

What is an allotment?

An allotment garden is a piece of land which has been provided by the Parish Council for rent. It can be used for growing fruit and vegetables for you and your family. Sizes are generally small (60 sq. m), standard (120 sq. m) or large (150-180 sq. m). These are approximate sizes and are the minimum area you will be allocated. (The exact areas have been mapped for future reference and if plots need to be resized).

You may not use your allotment for trade or business of any kind, camping or staying overnight.

Why would I want an allotment?

It is recognised by the Parish Council that allotment gardening can be a very rewarding pastime and can make a valuable contribution to the quality and health of people's lives. They

are important as recreational assets and can be a social activity. They also provide valuable green open space important for biodiversity.

Who can have an Allotment?

Anyone who lives within the Parish of Ambrosden can apply for an allotment garden. Consideration to applicants outside of the Ambrosden boundary will only be given if the applicant lives in a parish that does not have its own allotment provision and if there is no waiting list of Ambrosden residents.

Waiting Lists

If demand is greater than supply, we will keep a waiting list of people interested in renting an allotment garden. When a garden becomes available it will be offered to the person who has been waiting the longest.

Your allotment agreement

The agreement is between Ambrosden Parish Council and you, the tenant.

When you sign the agreement, you are agreeing to take on a tenancy and to look after your garden and allotment site. You are agreeing to abide by the conditions in the agreement.

Please read your agreement and make sure that you understand your obligations before signing.

What can I grow?

Allotment gardens may grow flowers, vegetables and fruit. **At this site trees are not allowed.** Requests for patio potted trees can be made to the Parish Clerk for consideration by the Allotment Committee and the Council representatives – you must provide full details of the tree type, growing method and planned location – the tree must be removed on termination of tenancy unless agreed in writing with the Parish Council.

Subletting and garden sharing

You may have a private agreement to share your garden with a friend, however, you will still be the tenant.

The garden can only be held in one name at a time. The tenant is always responsible for the maintenance of the garden even if they choose to share.

If you decide to give up your garden, you must not pass it on to a friend directly. You must let us know that you intend to give up your garden. Your allotment will then be allocated to the next person on the waiting list.

What animals can I keep?

You need to have written permission from the Parish Council before having any livestock on your plot, and you will be provided with specific guidelines. Only hens (not cockerels) and rabbits are allowed. Using the National Allotment Society guidelines, a point of lay hen might lay 5 eggs or more in a week, so an average family would not need more than a couple of hens. Rabbits were traditionally kept on allotments as a source of food.

Commented [lc11]: Isn't this in contradiction of the contract?

If you are thinking about keeping hens or rabbits at your allotment please ask the Parish Clerk for a copy of the guidelines on keeping livestock, as there are some strict rules in place due to considerations such as vermin and animal welfare.

Caring for your allotment garden: Parish Council Standards

The main requirement of your agreement is to keep your garden or gardens cultivated and tidy by removing litter and rubbish and controlling weeds regularly so that they do not seed and cause problems for other gardeners. **At least one third of the plot should be kept cultivated at any point in the year.**

If you cannot manage to cultivate your entire garden, it is acceptable as a temporary measure to mulch part of it with polythene sheeting or organic mulch to keep the weeds down.

Don't use foam backed carpet **or other man made substances that as it** may rot down releasing harmful chemicals into the soil, causing pollution **or waste build up within the site.**

Don't stockpile timber, sheeting, newspapers or any other materials as they may become a hazard and **/or** a breeding ground **for rodents.**

Your garden will be inspected from time to time **at regular intervals by the council and the committee. If there is a failure to maintain the required cultivation ratio or a breach in any element of the tenancy documentation you will be formally requested to resolve any identified issues. and if not cultivated or if we think there is a breach of the agreement we will contact you and ask you to bring the plot up to the required standard within a reasonable timescale.**

If you do not bring your garden up to standard within the timescale stated, your tenancy may be terminated **and your deposit may be forfeit on termination of the contract.**

If you have any problems **with your site and its maintenance**, please let APC know and we will advise on what can be done to help. **This includes unexpected changes in your personal circumstances.** We will work with the site representatives to achieve a satisfactory outcome for all parties.

Sheds, structures and sundries

You cannot build sheds or any other structure unless you have our written permission to do so.

Sundries include water butts, composters and any furniture required to aid you on the site.

Sheds and other structures must be within your garden boundary and not obstruct paths between gardens. Your tenancy agreement will include a plan showing the location of your plot and where on that plot all structures should be kept. This not only keeps the site tidy in appearance but means that shade is less of an impact on adjacent plot holders. Please note you may only have one shed, one poly tunnel, and one greenhouse.

Your shed footprint should not exceed 1.5m x 2m (approx. 4ft by 6ft), greenhouses should not exceed 2m x 2m, and polytunnels should not exceed 2m x 2m. You can have a storage box on your plot. It is a good idea to have lockable storage.

Sheds and other structures should be removed by you at the end of your tenancy and can only be left if there is agreement with the incoming tenant and the Parish Council.

Structures made of glass, including greenhouses, are not permitted on allotments. **Agreed structures erected during tenancy year 2019-20 are required to replace glass with a non-glass material going forward as/when it needs replacing – no new glass structures are allowed.**

Commented [lc12]: I think this should read 'at least 1/3 of the plot should be kept cultivated between the months of May and October. Outside of this window any uncultivated areas must be kept prepared for cultivation or tidy as per the statement below'

This then takes into account that in early spring for example we may be just growing seeds in green houses and digging over ready. And people with out fruit bushes may wish to cover the whole thing over winter – I don't think we should force people to try and plant December to feb for example

Commented [lc13]: Could this say pests rather than rodents – I have less of a problem with mice than I do with slugs etc.

Commented [lc14]: There was something on one of the emails about variation of size of structure if you were forfeiting i.e. having a larger green house but then no shed? Could this be re worded to say (so that it covers other sundries?) that 'the total space that may be used for sundries should not exceed 6m squared in any combination with no more than 2m x 3m for each individual item'

Windbreaks are permitted but require prior authorisation from the Council. Requests must be passed to allotments committee, to review, and the proposal and comments will then be passed to the Parish Clerk and Chairman of Parish Council to confirm.

Water

The site is on a water meter, with several taps at each area. The Parish Council encourages all tenants to have at least one water butt at their shed and sundries area, and to practise good water management such as collecting rainwater from shed roofs. Sensible use of hosepipes is acceptable – no sprinklers are allowed. If using a hosepipe, please allow others to access the taps to fill water cans as required.

The water on site is NOT potable and should not be ingested.

Maintenance of Fences and Paths

We are responsible for maintaining the perimeter fence, tarmac roadways and parking areas, large internal pathways and the boarding around the plots. If you are at all unsure, check with your site representative or contact us.

Please keep all paths clear at all times, to allow safe access for all.

Allotment site boundary fences are owned by the Council. You must not move or damage any fences. Please do not tie/hang any equipment or pile rubbish against fences as this can cause damage.

Bringing composts and manure to site

Deliveries of compost and manure are possible. Enquire of your site representative what is acceptable on your site.

If you as an individual bring fresh manure to your garden, ensure that it is moved onto your allotment within 24 hours of delivery, is no more than can be used in a year and is covered by a tarpaulin or plastic sheet to lessen the problems with strong smells or insects.

Disposal of rubbish

We would ask each gardener to consider composting or recycling as an alternative to disposal. You may keep a composter on your site in your shed and sundries area.

You must not deposit or allow anyone else to deposit rubbish anywhere on the allotment site. This includes the areas around the allotment site and unused allotment gardens.

We do not allow bonfires on any site, since this is a considerable nuisance to other users of the sites and neighbouring properties, has significant Health and Safety issues and is bad for the environment.

Respect for other gardeners

It is up to individuals how they chose to work their garden as long as it complies with Ambrosden Parish Council standards. Traditional gardeners may cultivate the entire garden and plant rows of plants and vegetables. Others may have a different approach.

We encourage gardeners to cultivate their gardens and enjoy their gardening. Please respect other allotment gardeners and remember that you have a Duty of Care to each other and to visitors to the site.

Please keep your dog on a lead whilst on the allotment and clean up after it. Please ensure your children do not cause a nuisance to other plot holders.

Allotment holders are as varied as the local community and will all have different ways of managing their allotment.

Safety & Security

You must keep all gates closed and locked when not in use and when working your plot. This prevents trespass and illegal fly tipping. There are combination locks at the site, and you will be informed of the current code, and when it changes. Please do not share this code with family, friends or children, to ensure the site is as secure as possible.

Please keep the gates locked when working in the garden – some plots are quite isolated and some work alone so for safety of all lock the gates after entering and leaving the site, remembering to ensure that the entry code does not remain visible

Visitors to the site must be accompanied by the tenant or his/her family. Please make sure that children are always supervised by a responsible adult. Please do not allow children to play outside the compounds unsupervised as there are cars in the area.

Handle and use pesticides and chemicals with care and in accordance with the manufacturer's instructions, and make sure they are locked away when not in use. Please ensure that these are used only within the boundaries of your own plot unless you have the agreement of your direct neighbours, for example when removing weeds from path areas

Repairs and maintenance

Should you require assistance for any repairs or maintenance to your allotment site i.e. perimeter fencing or water supplies, please contact us or contact your allotment representative.

Meetings with allotment site representatives

We will meet at least twice a year with an Allotment Committee, should one be formed, in order to discuss how we run the allotments, help identify the concerns of gardeners on their sites and decide how we can tackle problems together. The Committee will consist of parish councillors, officers and allotment site representatives.

Right of Entry

Our officers and others employed by the Parish Council may enter, inspect and carry out maintenance work on your allotment garden without notice if we need to. For example, if there is a burst pipe or damaged fence near or on your garden.

How the Parish Council will serve statutory notices

We will serve notices in one of the following ways: Writing to you at the last address you have given us, via email and/or -P- putting the notice on the allotment notice board.

Change of address

Please let us know your new address if you move house so that we can update our records. (It is useful if you could provide an email address as well)

This is important because we will continue to write to you at your last known address. If for example your rent invoice does not reach you and we do not receive payment, we will assume that you have given up your garden. You could lose your garden.

Commented [Ic15]: What's the difference between an officer and a representative?

Your rent

You are a tenant of Ambrosden Parish Council and agree by signing the Agreement to pay the yearly rent in advance as set by the Parish Council.

How to pay

You can pay by cash or cheque at the monthly parish council meeting.

You can send a cheque through the post.

You can pay directly to the council's bank account. Contact us for the bank account details.

For security reasons do not send cash through the post.

Giving up your garden

When you decide that you no longer want your allotment garden, please let us know in writing. This will end your agreement. Please do not wait until we invoice you for the rent. The deposit is refundable dependant on the condition of the allotment. Part year rent refunds will not be applicable.

By letting us know early, we can arrange to have your garden taken over as soon as you stop working it. This will help you make arrangements if you have sheds etc that can be transferred to the incoming gardener, get the gardener off to a flying start and makes sure that the garden does not become overgrown.

Ending the allotment agreement

In some circumstances we can end the agreement with you, or you can end the agreement in accordance with the terms of your tenancy agreement by writing to the Parish Council offices at the address previously given.

Contacting us

If you need information, have an enquiry about allotments email ambrosden.parishclerk@gmail.com Telephone 07921 505801, or write to 11 Oak Lane, Ambrosden, Bicester, Oxon, OX25 2SG

USEFUL INFORMATION AND GUIDANCE:

The National Allotment Society: www.nsalg.org.uk
Individual membership is £23 per year.

The Parish Council has Local Authority membership and can access certain things on your behalf if you would like.

The Parish Council has insured the site with Shield Insurance, this includes public liability and members liability. All tenants are a member, and this also covers your visitors.

Commented [lc16]: Can the details not be given here?
Save additional emails.

Commented [lc17]: Do you still want to do this or go online/cashless?

The insurance DOES NOT cover your sheds, other structures, tools or other items stored onsite, or livestock. This would be up to you to insure.

See <https://getcomposting.com/> for information and guidance on the use of composters and waterbutts

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