

NEWPORT PAGNELL TOWN COUNCIL

Conditions of Tenancy for Allotments.

1. INTERPRETATION OF TERMS.

Throughout these conditions the expression "the Council" shall mean the Town Council of the Parish of Newport Pagnell and includes the Allotments Committee of the Town Council.

2. DEFINITIONS OF PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENTS.

Allotments may be let to any suitable applicants residing in the district of Newport Pagnell.

3. RENT

Before the commencement of a tenancy, the Council will notify the prospective tenant in writing, of: -

- (a) The rental which is payable in advance on the commencement date of the 1st October.

The Council may revise the rent from time to time and will give the tenant 12 months' notice of any rent increase, which will be included in their annual renewal notice of the preceding year, to take effect the following year.

Any tenant who does not wish to accept the revised rent must notify the Council, in writing no later than one month after the date of notification of the new rent. This notification by the tenant will constitute their wish to give notice to terminate the tenancy on the following 1st October.

4. CONDITIONS UNDER WHICH ALLOTMENT GARDENS ARE TO BE CULTIVATED.

THE TENANT SHALL:

- i. Keep the allotment garden clean and free from hazards, e.g. broken glass, or scrap metal etc. and reasonably free from weeds and noxious plants. The tenant must keep their garden in a good state of cultivation and fertility, and in good condition.
- ii. The tenant shall take responsibility for the actions of children and others entering the allotment site with their permission.
- iii. The tenant shall have at least $\frac{1}{4}$ of the plot under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the plot under cultivation after 12 months thereafter.
- iv. The tenant must cover any manure on the allotment garden which has not been dug in.
- v. The tenant must remove all non-compostable waste from the site.
- vi. The tenant will endeavour to maintain the plot number provided by the Town Council in good order and ensure it is always visible.
- vii. As regards to the allotment gardens, observe, and perform all conditions contained in these Conditions.
- viii. Observe and perform any other special conditions which the Council consider necessary to preserve the allotment gardens from deterioration and of which

- notice is given to tenants in accordance with these Conditions.
- ix. Maintain the upkeep and preservation of the paths between individual plots – Note all paths must be kept to a minimum of 45 centimetres wide.
 - x. Practice sensible water conservation utilise covered water butts / tanks on sheds and other buildings and consider mulching as a water conservation practice.
 - xi. The tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
 - xii. Only use glass substitutes such as polycarbonate, Perspex, or other alternatives in structures such as sheds and greenhouses.
 - xiii. Tenants must keep up to date with the latest advice on restrictions related to the Coronavirus Pandemic and follow the latest advice given, which could affect how a tenant can access and work their plot.

THE TENANT SHALL NOT:

- i. Cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens or the paths which divide individual plots.
- ii. SUBLET – SUBLETTING is forbidden.
- iii. CONDUCT ANY TRADE OR BUSINESS RELATED TO THE ALLOTMENT.
- iv. Cut or prune any timber or trees, without the written consent of the Council, (other than those on the tenant's own plot) or take, sell, carry away any minerals, gravel, clay or sand.
- v. Use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens or erect any fencing of any type without the prior consent of the Allotment Committee.
- vi. Without the written consent of the Council, erect any building on the allotment plot. In the event of consent being given, the tenant will be responsible for maintenance. On termination of the tenancy, the tenant may be requested to remove any buildings. A shed measuring no more than 4ft x 6ft is sufficient for allotment use. (Highly recommended that they are secured with a padlock or D-lock, as is the chaining up of any equipment left inside them).
- vii. The use of cement is prohibited on site.
- viii. The tenant shall not store flammable/combustible products or LPG gas at any time in sheds or on the allotment site.
- ix. The tenant shall not utilise carpets or underlay on the allotment.
- x. The tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- xi. The tenant must not remove produce from any other plot without the express permission of the relevant plot holder.
- xii. The tenant shall not deposit, or allow other persons to deposit on the allotment gardens any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the allotment site.
- xiii. The tenant shall not bring or cause to be brought onto the allotment site any

- dog unless it is always held on a leash and remains on the tenant's plot only. Any fouling to be removed and disposed of off-site by the tenant.
- xiv. Keep any poultry without specific permission from the Council; Chickens should not be left to roam the site and should be kept on their allocated plot. (All chicken food products to be stored in metal containers, to protect from vermin). The Allotment Act 1950 does not allow cockerels to be kept on Allotment Sites.
 - xv. Plant fruit bushes or canes within 1 metre of any neighbouring plot.
 - xvi. Drive motor vehicles on other than the main ridings and then only for the delivery of manure, compost or other fertiliser, and the collection of produce. The Tenant shall not obstruct the riding by any motor vehicle or cart. *Please refer to item 12 for further instruction.*
 - xvii. Use or attach hose pipes to the water points on the allotments.
 - xviii. Use water from any one of the water points on the allotment for car washing or for any purpose other than the irrigation of the allotment garden.

Bonfires are not permitted on the Allotment Site at any time.
Asbestos or Asbestos products are not allowed on site, under any circumstances.

5. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN.

Tenancies can be terminated in several ways:

- i. By the death of the tenant, the tenancy will terminate on the following 30th September, however the tenancy will be offered to any surviving widow, widower or partner, or any other family members can be considered for the continuation of the tenancy.
- ii. By the tenant giving notice. The Tenant must complete a relinquishment form, available from the Council Offices / website, or by writing to the Clerk to the Council. No refund of rent will be made, except for a key deposit if one was made.
- iii. By the Council giving notice to the tenant as follows:
 - a. If the rent is in arrears for not less than 40 days.
 - b. If the tenant is not duly observing the conditions of this tenancy.
 - c. If, for any other good reason, deemed suitable by the Town Council, where part of, or all of the site is to be sold or repurposed, then the Town Council may terminate a tenancy and will be required to provide the tenant with at least twelve months' notice.
 - d. In the event of the termination of the tenancy the tenant shall return the key made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Town Council the plot has not been left in a satisfactory condition, any work carried out by the Town Council to

return the plot to a satisfactory condition shall be charged to the previous tenant.

6. NOTICES.

- i. During growing season, a monthly inspection will be made.
 - a. If it is evident that the tenant has not complied with the Tenancy Agreement, a letter will be issued identifying them of that non-compliance
 - b. At the next monthly inspection, a formal letter will be issued if the plot has not been brought up to an acceptable standard. The Allotment Committee may take the liberty of bypassing this letter if no work has taken place and the tenant has made no attempt to contact the Allotment Clerk or their Site Rep.
 - c. If no meaningful work has commenced after 14 days from this a Notice to Quit will be issued.
- ii. Any notice served on the tenant will be delivered at or sent to their last known address.
- iii. A notice sent by registered or recorded post is to be treated as having been served on the third working day after posting whether it is received or not.
- iv. A notice served by email is to be treated as served on the day on which it was sent or the next working day where the email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmation copy is returned to the sender undelivered.

7. DISPUTES

Should any disputes arise between allotment holders or outgoing or incoming tenants, the same shall be referred to the Clerk to the Council and the decision of the Council will be final.

8. NOTICE TO BE GIVEN FOR LETTING OF ALLOTMENT GARDENS.

The Council shall give public notice by whatever means they shall consider most expedient setting forth as to any allotment gardens they propose to let. Such notice shall specify the allotment gardens, including size of plot and location to be let, the rent to be paid for same, the address for which the applications for lettings are to be made and the last day for receiving applications.

9. AGREEMENT FOR LETTING.

An agreement for letting an allotment garden may be signed by the Clerk to the Council or any other Officer of the Council duly authorised by the Clerk on their behalf.

The Allotment Committee reserve the right to transfer tenancy by mutual agreement between the plot holder and other relation or colleague under special circumstances.

10. POWER TO INSPECT ALLOTMENT GARDENS.

Any Member or Officer of the Town Council shall be entitled at any time, when directed by the Town Council, to enter and inspect any allotment garden.

11. CHANGE OF ADDRESS.

The tenant shall give notice in writing to the Clerk to the Council of any change in their address, or telephone / email contact details, within 28 days of such change.

12. USE OF THE ALLOTMENT RIDING.

Allotment tenants are advised that only cars and small vans can be driven on to the allotment ridings. Driving large vans, pickups or Lorries onto the ridings is strictly forbidden as there is a risk of causing damage to the riding and to the surrounding plots. Should any vehicles cause damage, the tenant will be held responsible for the repair of any damaged caused.

Cars and small vans can be used to deliver or collect produce and supplies to a plot but cannot be left parked on the riding as this blocks the way for other tenants.

Drivers must also refrain from driving vehicles on to the site during the autumn and winter months when the ground is muddy and is easily churned up and damaged. Drivers must assess the risk to their own vehicles and note that if their car is damaged they will not be covered by the Town Council's site insurance and neither will they be covered on their own insurance as their policy will not cover them for damage to their vehicle whilst on private land.

Please note that any vehicle taken on to an allotment site is done so at the tenant's own risk and there is no obligation on the part of the Town Council to ensure that ridings are safe for vehicles.

13. DATA PROTECTION ACT.

By signing the Tenancy Contract tenants agree that the Town Council may hold personal data such as name, address and telephone numbers on our database. This information will only be used by Officers, members, and Site Representatives of the Town Council in the performance of their duties.

The Town Council does not accept responsibility for safety issues on the Allotment site and all persons entering the Allotment sites do so at their own risk.

Tenants must accept the principle of taking responsibility for their own safety, whilst ensuring they do their bit to make the site as safe as possible for other users and visitors.

However, the Town Council maintains the right to carry out Health and Safety inspections of the site, to check that Allotment holders are adhering to the site rules.

Thank you.

