

HAILEY PARISH COUNCIL

25 Lilac Way, Carterton, OX18 1JH
clerk@haileywestoxon.org 07551 958996
Chairman: Graham Knaggs
Parish Clerk: Tracey Cameron

THE ALLOTMENTS ACTS, 1908 TO 1950

ALLOTMENT GARDEN RULES

THIS AGREEMENT is made the _____ day of _____ 20_____

BETWEEN

(1) _____

Of _____

("the Council") and

(2) _____

Of _____

("the Tenant")

NOW IT IS AGREED as follows:

1. Interpretation and eligibility

- 1.1 The word Tenant is used throughout to mean the person renting the plot.
- 1.2 To be eligible to take up the tenancy of an allotment or to renew an existing tenancy, applicants must live within the Hailey Parish.
- 1.3 Under the statutory provision of the Acts covering the letting of allotments, as mentioned above, no-one is permitted to hold allotments exceeding five acres.
- 1.4 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations of those persons
- 1.5 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Advertising and allocation of plots

- 2.1 To ensure wide coverage of vacancies on any of the allotments these will be advertised on the Council's website, on noticeboards and in the Hailey Herald.
- 2.2 When a vacancy arises, if a waiting list exists, allocation of plots will be on a first come, first served basis with applicants being taken in strict date order of their application.
- 2.3 Existing tenants may apply for one or more further allotments when vacancies arise, but these will be granted only if there is no waiting list.

3. Allotment

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3.1 The Council agrees to let and the Tenant agrees to take all the piece of land situated at _____ (“The Allotment Site”) numbered _____ on the Council’s allotment plan and containing approximately _____

square metres (“the Allotment Garden”). This piece of lands falls within one-third/two-thirds/full size plot (*delete whichever does not apply*) for the purposes of rent.

3.2 Plans of the allotments with the numbered plots are available from the Council on request.

4. Tenancy and Rent

4.1 The Allotment Garden shall be held on a yearly tenancy from _____ at an annual rent of £ _____ which is payable in advance to the Council by the Tenant on the 30th day of September each year (“The Rent Day”) or pro rata at the commencement of the tenancy if more than one calendar month later than the Rent Day.

4.2 If the Parish Council considers an allotment garden to be in good condition at the point a new tenant accepts it, a returnable deposit (see 4.4 below) will be charged. This deposit will be used by the Council in the event of the plot requiring work as a result of the condition in which it is left when the tenant vacates.

4.3 The Parish Council reserves the right to charge such a returnable deposit to all garden allotment tenants but will give 12 months’ notice before introducing this.

4.4 The returnable deposit referred to above will be set at £50 in 2022/3, to be increased with inflation at the Parish Council’s discretion.

4.5 Twelve months’ notice of any rent increase will be given by the Council to the Tenant in September to take effect the following year.

4.6 Water supply shall be included in the rental charge.

4.7 Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year’s rent

5. Rates and Taxes

5.1 The Council will pay all rates and taxes.

6. Cultivation and Use

6.1 The Tenant shall use the plot as an allotment garden only, as defined by the Allotments Act 1922, that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and the Tenant’s family and for no other purpose and keep it free of

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hazards, e.g. broken glass or scrap metal, etc. and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

- 6.2 The Tenant may not carry on any trade or business from the Allotment Site. A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.
- 6.3 The Tenant must maintain the plot in a tidy state throughout the year without spreading weed/wild flower seeds on to other allotments. The minimum level of cultivation for fruit, vegetables and flowers should be 60% of the surface area. Any tenancy that does not achieve this is liable to be terminated in the event of a waiting list arising.
- 6.4 The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths, etc. is 20%

7. Prohibition on Underletting

- 7.1 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday. The Parish Clerk is to be informed of the other person's name.

8. Conduct

- 8.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 8.2 The Tenant must comply with the conditions of use attached as Schedule 1 as well as any policies issued by the Parish Council about Allotment Gardens.
- 8.3 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct him/herself appropriately at all times.
- 8.4 The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 8.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 8.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with the Tenant's permission.
- 8.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

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9. Lease Terms

9.1 The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council holds the Allotment Site.

10. Termination of Tenancy

10.1 The tenancy of the Allotment Garden shall terminate

10.1.1 Automatically on the Rent Day next or the next half year from the Rent Day after the death of the Tenant, or

10.1.2 by either the Council or the Tenant giving to the other at least twelve months' notice in writing expiring on or before 6 April or on or after 29 September in any year, or

10.1.3 by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:

10.1.3.1 for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

10.1.3.2 for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision or

10.1.4 by re-entry if the rent is in arrears for not less than 40 days, or

10.1.5 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or

10.1.6 by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or

10.1.7 by the Council giving the Tenant as least one month's notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is no longer resident within the Parish of Hailey.

10.2 In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him/her/them during the tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950). And where applicable the deposit will be used for this purpose.

11. Change of Address or contact details

11.1 The Tenant must immediately inform the Council of any change of address or email address.

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12. Notices

- 12.1** Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 12.2** Any notice served on the Tenant should be delivered at or sent to the Tenant's last known home address. Any notice served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.
- 12.3** A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 12.4** A notice sent by email is to be treated as served on the day on which it is sent or the next working day whether the email is sent after 16:00 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council by (PRINT NAME and SIGN)

_____ Date: _____

In the presence of (PRINT NAME and SIGN)

_____ Date: _____

Signed by the Tenant (PRINT NAME and SIGN)

_____ Date: _____

In the presence of (PRINT NAME and SIGN)

_____ Date: _____

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SCHEDULE 1

Conditions of Use

1. Trees

- 1.1 The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2 The Tenant shall not plant any trees other than dwarf fruiting trees and or fruit bushes without the prior consent of the Council.

2. Hedges and Paths

- 2.1 The Tenant shall keep every hedge that forms part of the boundary of the Tenant's Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well-maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleaned and maintained and keep in repair any other fences and any other gates or sheds on the Tenant's Allotment Garden. Any hedges to be planted or fences to be erected require the Council's permission. Where permission is granted hedges or fences must not exceed the height of 1 metre.
- 2.2 The Tenant should not use any barbed or razor wire (or similar) for a fence anywhere on the Allotment Site.
- 2.3 Public paths and haulage ways (road) must be kept clear at all times.
- 2.4 All paths must be kept to a minimum of 60 centimetres wide.

3. Inspection

- 3.1 An officer of the Council, if so directed, may enter the allotment gardens for inspection of the state of the cultivation and general condition of the plot and condition of any sheds or other buildings where permission has been granted to erect them. Full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.
- 3.2 Inspections will normally take place 3 times each year – at the start, middle and end of the growing season, that is mid-March, mid-May and mid-August.
- 3.3 Any tenant whose garden is not being properly cultivated will be given a period of 14 days to carry out improvements, when a further inspection will take place. If no improvements have been carried out, and a suitable improvement action plan cannot be agreed, the tenant is liable to receive one month's notice of the termination of the agreement. If the tenant wishes to appeal against this decision she/he/they may do so.

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4. Water/Hoses

- 4.1 The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 4.2 The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses or sprinklers are to be used at any time.

5. Livestock

- 5.1 The Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950 and for which the Council's written permission is required but this will not usually be withheld. Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.
- 5.2 Livestock must be kept so that they are not prejudicial to health or a nuisance and must be kept in accordance with good animal welfare.

6. Buildings, Structures and Storage

- 6.1 The Tenant shall not, without the written consent of the Council, erect any building or pond on the Allotment Garden, provided that consent should not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council. (See 6.4 below.)
- 6.2 Permission may be refused where a building obscures a previously enjoyed open aspect across the Allotment Site. The Tenant may also require permission from the relevant planning authority.
- 6.3 No buildings are permitted on the Poffley End Lane allotment site – other than those for which permission was granted under previous rules.
- 6.4 Buildings on the Hemplands allotments, where permission has been granted by the Council, must measure no more 8ft x 6ft. All requests for buildings at Hemplands must be made to the Parish Council so a location can be agreed. Guttering may be added for the collection of rainwater.
- 6.5 Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures

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- 6.6 Storage boxes and benches with storage underneath are permitted at Hemplands and Poffley End. No more than two per plot will be permitted. These should measure no more than H43ins x W51ins x D29ins
- 6.7 All sheds, benches and storage items placed on the allotments must be maintained in good condition and appearance by the tenant.
- 6.8 Allotment tenants are responsible for securing all storage items. The Parish Council cannot be held responsible for loss by accident, fire, theft or damage from any allotment garden including sheds, benches or other storage items.
- 6.9 At the end of the tenancy, whether ended by the tenant or by the Parish Council, the shed, greenhouse, or other structure, bench, or storage container must be removed within 14 days. Failure to do so will result in the Parish Council taking ownership of the item and, if in good condition, offering it to other allotment tenants or, if it is in poor condition, removing the item and seeking reimbursement from the tenant for any costs incurred.
- 6.10 Oil, fuel, lubricants or other inflammable liquids shall not be stored in any building except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

7. General

- 7.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, 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.
- 7.2 The Tenant must cover any manure on the Allotment Garden which has not been dug in. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 7.3 The Tenant must not utilise carpets or underlay on the Allotment Garden.

8. Chemicals, Pests, Diseases and Vermin

- 8.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 8.2 Water troughs must not be contaminated by herbicides or any other chemicals
- 8.3 When using any sprays or fertilisers the Tenant must
 - 8.3.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary any damage that occurs and

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- 8.3.2 So far as possible select and use chemicals whether for spraying seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests and
- 8.3.3 Comply at all times with current regulations on the use of such sprays and fertilisers

8.4 The use and storage of chemicals must be in compliance with all the relevant legislation.

8.5 Any incidence of vermin (e.g rats) on the Allotment Site must be reported to the Council.

9. Notices

- 9.1 The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times
- 9.2 The Tenant shall not erect any notice of advertisement on the Allotment Site without prior consent of the Council.

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Tenancy Agreement and Schedule based on models produced by the National Allotment Society.