

BENTLEY PARISH COUNCIL

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ALLOTMENT MANAGEMENT COMMITTEE STANDING ORDERS

This agreement is made the ----- Day of ----- between

- i) of -----(the Council) and
2) of ----- The Tenant

Now it is agreed

1. Interpretation

- 1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
1.2 Where the Tenant is more than one person the obligation and liabilities will be joint and several obligations and liabilities of those persons.
1.3 The clause headings do not form part of this agreement and will not be taken into account in its interpretation

2. Allotment

- 2.1 The Council agrees to let and the Tenant agrees to take all that piece of land situated at -----
(the allotment site). Numbered.....on the Council's allotment plan and containing
approximately square metres (The allotment garden).

3. Tenancy and Rent

- 3.1 The allotment garden shall be held on a yearly tenancy from at an annual
rent of £..... which is payable to the Council by theat an
annual rent of £..... Which is payable to the Council by the Tenant on theof
..... each year (the rent day).
3.2 12 months notice of any rent increase will be given by the Council to the Tenant in Of the
preceding year to take effect the following year.
3.3 Water supply shall be included in the rental charge.
3.4 Where additional amenities are provided on the allotment site these will be taken into account when setting the
following year's rent.

4. Rate and Taxes

- 4.1 The Council will pay all rates and taxes.

5. Cultivation and Use

- 5.1 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 his family) and for no other purpose. Keep it free of hazards, eg broken glass, scrap metal etc – reasonably free from weeds and noxious plants, in a good state of cultivation and fertility and in good condition.
- 5.2 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).
- 5.3 The Tenant shall have a least $\frac{1}{4}$ of the allotment garden under cultivation of crops after three months and at least $\frac{3}{4}$ of the allotment garden under cultivation of crops after 12 months and thereafter.
- 5.4 The maximum amount of the allotment garden allowed to be hard landscaped eg internal paths etc is 20%.

6. Prohibition on Under Letting

- 6.1 The Tenant shall not under let, 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 Site Representative to be informed of the other person's name).

7. Conduct

- 7.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, Statutory Instrument, Local Parochial or other Byelaws, orders or regulations affecting the allotment site
- 7.2 The Tenant must comply with the Conditions of Use attached as Schedule 1.
- 7.3 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
- 7.4 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.
- 7.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.6 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 his permission.
- 7.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

8. Lease Terms

- 8.1 The Tenant must observe and perform all conditions and covenants that apply to the allotment site contained in any lease under which the Council hold the allotment site.

9. Termination of Tenancy

- 9.1 The tenancy of the allotment garden shall terminate.
- 9.1.1 Automatically on the Rent Day next after the death of the Tenant.
- 9.1.2 By either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6th April or on or after 29th September in any year, or
- 9.1.3 By re-entry by the Council after three months previous notice in writing to the Tenant on account of the allotment garden being required.
- 9.1.3.1 For building, mining, or any other industrial connection with any of those purposes, or

9.1.3.2 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

9.1.4 By re-entry if the rent is in arrears for not less than 40 days or

9.1.5 By re-entry if the Tenant is not duly observing the conditions of this Tenancy or

9.1.6 By re-entry if the Tenant becomes bankrupt or compounds with his creditors or

9.1.7 By the Council giving the Tenant at least one month's notice in writing if, not less than three months after the commencement of this agreement, it appears to the Council that the Tenant is resident more than one mile out of the Parish (Borough, District)

10. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc) made available to him 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 out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant – (Section 4 Allotments Act 1950).

11. Change of Address

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

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 fax or e-mail 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 his/her last known home address. Any address 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 e-mail is to be treated as served on the day on which it is sent or the next working day where the fax or e-mail is sent after 1600 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.....

IN THE PRESENCE OF.....

SIGNED BY THE TENANT.....

IN THE PRESENCE OF.....

CONDITION OF USE

1. Trees

- 1.1 The Tenant shall not, without the written consent of the Council, cut or prune any trees.
- 1.2 The Tenant shall not plant any trees other than fruiting bushes.

2. Hedges and Paths

- 2.1 The Tenant shall keep every part of the boundary of his/her allotment garden properly cut and trimmed. All pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant and keep sheds on their allotment garden maintained.
- 2.2 The Tenant shall not use any barbed or razor wire (or similar) for fence adjoining any path on the allotment site.
- 2.3 Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4 All paths must be kept a minimum of one metre wide.

3. Security

- 3.1 The Tenant shall be issued with a key/code to access the allotment site either by car or on foot.
No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his/her allotment garden under paragraph 5 of the Agreement.
- 3.2 The key/code is to be used by the Tenant only, or by an authorised person under paragraph 5 of the Agreement.
- 3.3 The main access gate shall be closed and locked at all times for the protection of lone tenants and prevention of unauthorised visitors. Please ensure that the gate is locked at all times after you enter and after you leave the allotment site.

4. Inspection

- 4.1 An officer of the Council, if so directed, may enter allotment gardens for inspection of the site of cultivation and general condition of the plot, sheds etc and from time to time have access. Access must be given by the Tenant to the Officer at a mutually agreed, mutually convenient time.

5. Water/Hoses/Fires

- 5.1 The Tenant shall practice sensible water conservation, utilise water butts on sheds and consider mulching as a water conservation practice.
- 5.2 The Tenant shall have consideration at all times for other tenants when extracting water from water points.
- 5.3 No hoses are to be used at any time. Mains water will be turned off for the winter months to be agreed by Bentley Parish Council Allotments Committee
- 5.4 No fires are permitted on the allotment site.

6. Dogs

- 6.1 The Tenant shall not bring or cause to be brought onto the allotment site dogs or other animals..

7. Livestock

- 7.1 The Tenant shall not keep any animals or livestock on the allotment garden site.
- 7.2 The Tenant shall not bring any household compost onto the allotment garden.

8. Buildings and Structures

- 8.1 The Tenant shall not, without the written consent of the Council, erect any building or pond on the allotment garden. Provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping gardening tools etc or be unreasonably withheld for the erection of a lockable tool container, the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant Planning Authority.
- 8.2 Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures.
- 8.3 The Tenant shall keep all structures in good repair to the satisfaction of the Council.
- 8.4 Oil, fuel, lubricants or other inflammable liquids shall not be stored in any lockable tool container except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5 The Council will not be held responsible for loss by accident, fire, theft or damaged from any allotment garden.

9. General

- 9.1 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.
- 9.2 The Tenant must cover any manure on the allotment garden which has not been dug in.
- 9.3 All non-compostable waste shall be removed from the allotment site by the Tenant.
- 9.4 The Tenant shall not utilise carpets or underlay on the allotment garden.

10. Chemicals/Pests/Diseases and Vermin

- 10.1 Only commercially available products from garden or horticultural supplies shall be used for the control of pests, diseases or vegetation.
- 10.2 When using any sprays or fertilisers the Tenant must
- 10.2.1 Take all reasonable care to ensure that adjoining gardens, hedges, trees and crops are not adversely affected and must make good or re-plant as necessary, should any damage occur and
 - 10.2.2 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
 - 10.2.3 Comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3 The use and storage of chemicals must be in compliance with all relevant legislations.
- 10.4 Any incidence if vermin (rats) on the allotment site must be reported to the Council.

11. Notice

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

12. Transport

- 12.1 Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the Allotment Plan and not obstruct the haulage ways at any time.