

Meeting with Allotment holders

25th October 2023 at 7.00 p.m.

at Hartley Library, Ash Road

AGENDA

- 1. Welcome and introductions**
- 2. Notes of the previous year's meeting on 26th October 2022 and any matters arising therefrom.**
- 3. Any other issues or concerns from allotment holders.**
- 4. The tenancy agreement is attached for information. (APPENDIX 1).**

HARTLEY PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT

AGREEMENT between Hartley Parish Council and **XXXXXX**

whereby the Council agrees to let, and the above Tenant agrees to hire, allotment garden no **XX** on the Plan, as a yearly tenant from **1st October 2023** at a yearly rent of **£ XXX** payable in advance on 1st October.

12 months' notice of any rent increase will be given by the Parish Council, included in the renewal notice in September of the preceding year, to take effect the following year. (i.e. notice in September for an increase to take effect the following October).

Tenancy rules are subject to the Allotments Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. RENT

1.1 Should the rental remain unpaid for a period of not less than 40 days the plot shall be considered vacant and be let to the next person on the waiting list.

Vacant allotments shall be offered to residents of Hartley parish only, to applicants on the waiting list kept by Hartley Parish Council. Priority is given to those at the top of the list who will be offered the first plot that becomes vacant. Should for whatever reason they choose to refuse a vacant plot, their position on the waiting list will be maintained and the next person on the list will be offered the plot.

2. INSURANCE

2.1 The Parish Council's insurance provides cover for the Council's management of the site, but does not provide cover for individual allotment holders. Therefore, any injury, loss or damage arising from allotment holders' activities, is not covered by the Parish Council's policy.

In view of this, the Council strongly recommends that allotment holders ensure that they have their own Public Liability cover, which may be provided under their own household insurance policy, or may be added to the policy for little or no premium.

2.2 The Council will not be held responsible for loss by accident, fire, theft or damage from the allotment garden.

3. LEASE TERMS

3.1 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.

4. CULTIVATION AND USE

4.1. The Tenant shall use the plot as an Allotment and Leisure Garden only (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/her family). The plot shall be used for no other purpose, be kept free of hazards e.g broken glass, scrap metal etc., reasonably free of weeds and noxious plants, in a good state of cultivation and fertility and in good condition. Any pathway included therein or abutting thereon shall be kept reasonably free from weeds by the Tenant and approximately 1 metre in width.

4.2 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 Council to be informed of the other person's name.

4.3. The Tenant may not carry on any trade or business from the allotment site.

4.4. The Tenant shall have at least ¼ of the plot under cultivation of crops after 3 months and at least ¾ of the plot under cultivation of crops after 12 months and thereafter.

4.5 Should the Tenant be unable to work the plot, for a temporary, valid reason, the Parish Council will make arrangements for the plot to be strimmed, to keep both it and the adjacent paths in a tidy state, at a cost to the Tenant.

5. CONDUCT

5.1 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 themselves appropriately at all times.

5.2 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.

5.3 The Tenant shall not enter onto any other plot at any time, without the express permission of the relevant plot holder.

5.4 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 site with their permission.

5.5 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

6. TERMINATION OF TENANCY

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

6.2 In the event of the termination of the tenancy, the Tenant shall remove all items brought on to the plot during the Tenancy.

6.3 The tenancy of the allotment garden shall terminate by re-entry if the Tenant is not duly observing the conditions of this tenancy.

7. CHANGE OF ADDRESS

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

8. NOTICES

8.1 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 email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

8.2 Any notice served on the Tenant should be delivered at or sent to his 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.

8.3 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.

8.4 A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email 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.

9. CONDITIONS OF USE

9.1 The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the allotment site.

9.2 An officer of the Council if so directed may enter the allotment gardens for inspection of the state of cultivation and general condition of the plot and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

9.3 The Tenant shall practice sensible water conservation.

9.4 Water butts must be covered when not in use.

9.5 Hoses shall not be left unattended and the use of sprinklers is not permitted.

9.6 The Tenant shall not utilise carpets or underlay on the allotment, nor bring tyres on to the allotment site.

9.7 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).

9.8 All non compostable waste shall be removed from the allotment site by the Tenant.

9.7 The Tenant must cover any manure on site which has not been dug in, including any manure stock piled on the allotment site.

9.8. No fences shall be erected.

9.9 No building shall be erected or trees planted, without the written consent of the Council.

9.10 The Tenant shall not, without the written consent of the Council, erect any poly tunnel or mobile covered tunnel larger than 3m x 2m x 2m (height), provided that consent shall not be unreasonably withheld for the erection of a polytunnel, the maximum size and positioning of which shall be determined by the Council.

9.11 Only one poly tunnel sized 3m x 2m x 2m (height) is permitted on any one plot. There is no limit to the number of poly tunnels under 1m in height, permitted on each plot.

9.12 The Tenant shall keep any structures in good repair to the satisfaction of the Council.

9.12. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation. The Tenant shall ensure that such products are taken away from the allotment site after use or, if stored on site, securely locked away.

9.13 When using sprays or fertilisers, the Tenant must take all reasonable care to ensure that adjoining hedges, trees, crops and plots are not adversely affected and must make good or replant as necessary should any damage occur

9.14 Allotment holders are not permitted to lay bait for the control of rodents. Rodent infestation should be reported to the Council immediately.

9.15 Any burning on site shall be strictly limited and for the burning of materials from the allotment only. Bonfires must be attended at all times and not cause a nuisance to neighbouring residents. Bonfires should be extinguished before leaving the site.

9.16. The Tenant shall not keep any livestock on the allotment (hens and rabbits **(no Cockerels)**) to the extent permitted by the Allotments Act 1950 Section 12) without the prior consent of the Council.

9.17. The Tenant shall not bring or cause to be brought onto the allotments any dog unless it is held at all times on a leash and remains on the Tenants plot only. Any faeces to be removed and disposed of off site by the Tenant.

9.18. No glass in any form shall be permitted on the allotment site.

9.19. The entrance gates should be kept shut at all times.

9.20 The Tenant should park considerately outside the allotment site, so as not to obstruct access to the drives of neighbouring properties.

The Council reserves the right to terminate the Tenancy in the event of these Rules not being observed.

SIGNED..... Tenant

SIGNED..... Clerk to the Parish Council

DATE.....