

## Sherborne St John Parish Council Allotment Rules & Tenancy Agreement

(Revised November 2017)

**New and existing tenants are advised to read attached Tenancy Agreement below as there have been several amendments made which will affect all tenants. The tenant's agreement will be signified by payment of the rent due as invoiced by the Parish Clerk.**

### THE RULES

1. The tenant shall keep the allotment garden tidy and cultivated.
2. The tenant should at all times respect others, their respective allotments and access thereto.
3. The tenant shall not underlet, assign, transfer, or otherwise part with possession of the allotment garden or any part of it.
4. The PC reserves the right to review the size of allotment plots in agreement with existing or future tenant requirements.
5. Written consent of the Parish Council (PC) is required to cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
6. Hedges. The tenant shall keep any hedge that forms part of the allotment plot properly cut and trimmed. No garden waste or any other material is to be placed against any fence, hedge or gate. Where hedges abut a plot it is the tenant's responsibility to cut the inside face and top where appropriate and prevent encroachment or overhang of the cultivation area. The inside of the Sherborne Road hedge is cut by a contractor and clear space must be kept between it and plots 19 to 23 to allow a tractor to pass. (Plot 13 is too close to the Elm Road hedge to allow a tractor therefore responsibility for this lies with the tenant.
7. Fences. The tenant shall maintain and keep in repair any fences and any gates on the allotment garden (boundary fences and gates are the responsibility of the PC).
8. Livestock. The only livestock which may be permitted are hens and ducks. However the PC will have a view as to the suitability of any proposal including its location, intended accommodation, the existing hen population. Full details of any proposal must be given in advance in a written application to the PC and permission granted by the PC.
9. Buildings. The tenant shall not without the written consent of the PC erect any building on the allotment garden. Buildings, sheds, hen houses, greenhouses must not exceed 2.30m in height nor have floor dimensions over 1.83m x 1.83m (this does not affect existing sheds). No concrete is permitted. Only one such building per plot will be permitted and its location on the plot is also subject to approval by the PC.
10. Fences and gates made of post and mesh (no concrete is permitted) must not exceed 1m in height nor be less than 25cm from the plot boundary. Tenants must make prior application to the PC in writing giving a description and dimensions of their intended fence together with its exact location on the plot. (This clause applies to reconstruction of existing fence as well as new fence).
11. The tenant must not use **barbed wire** for any purpose.
12. Paths and Tracks
  - i. Vehicle Tracks - Wide grassy tracks are provided from the Sherborne Road gate to plot nos 13 to 23. and may be used for parking by all tenants (mowing is by PC contractor). Every care must be taken to avoid damage to the surface particularly by rutting. Tenants are required to avoid driving in the tracks of previous vehicles where possible. At times the area gets very wet and soft and the PC may post a notice on the gate excluding vehicles.
  - ii. Access Paths - These are provided from:
    - a) The wicket gate to The Swan boundary hedge and
    - b) from the midpoint of a) to the vehicle track at the end of the central path between plots 11b and 12.
    - c) These must be maintained by the tenants of abutting plots co-operating together to share the work and keep these paths trimmed and neat whilst preserving a grassy surface at least 90cm width.
  - iii. Separating Strips - These provided between all plots which are directly adjacent. They must be maintained by the tenants of each plot with a minimum grassy surface width of 60cm. Strips adjoining plots 3 to 12 on the downhill side are the responsibility of each of these tenants. Strips adjoining plots 1 to 2b and plots 13 to 23 on the Elm Road side are the responsibility of each of these tenants,

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- iv. The tenant if necessary or when required by the PC, will cut the grass on the partition strips between any adjoining allotment paths or alongside any land, fence, hedge, path abutting on to the allotment
13. Security – Tenants entering with a vehicle must ensure that the padlock and chain are left securely on the nearby fence and the gate is latched to the resting post. When leaving tenants must always lock up securely unless another vehicle is still present in which case they must ensure the other person is contacted and is taking the responsibility.
14. Tenants using the wicket gate in Elm Road must latch the gate at all times. (Stray animals have wandered in previously).
15. In 2014 there was a serious attack of potato blight, ongoing plot holders are requested to take all halm and tubers off site and dispose via the grey bin so that the risk of carryover is minimized. Red potatoes seem quite resistant so may be best to plant these .
16. Under no circumstance will the PC accept responsibility for any damage, loss or injury arising from vehicles being on the allotment.
17. Road vehicle tyres are not permitted to be used or stored anywhere on the allotment
18. Waste – No individual bonfires are allowed. Tenants should provide a composting facility on their own plot so that green waste can be recycled. At times when this is not possible a communal composting heap is available beside the big Ash tree. Persons using this area are required to take a tool with them and lift or throw their waste stuff to the back of the heap. Waste from sources outside the Allotments is not permitted. Any timber or woody material should be stacked on the nearby bonfire heap which the warden will light when weather conditions are ideal.
19. Plastic, glass, metal, concrete items must be taken off site for disposal.
20. Notice from the PC to the tenant of the allotment garden regarding any special conditions imposed will be given in writing.
21. The tenant shall not enter upon, take or remove any plants or crops from any other allotment garden without the tenant's permission.
22. Dogs are not permitted to enter on any allotment gardens unless under full control.
23. Where, in the opinion of the PC, a tenanted allotment plot appears to be uncultivated, the PC reserves the right to cut down and/or treat all weed growth using the PC resources and recharge the tenant for this work.
24. In the event of a change of residence, the tenant shall inform the Clerk of the new address within 14 days of such change. Consideration will be given to parish demand and a new rental rate may apply thereafter. The PC cannot guarantee that a tenant living outside the Parish will automatically retain their allotment in the following year.
25. Children must be supervised at all times.-Bicycle riding & ball games are not permitted under any circumstances, running should be discouraged, children must not be allowed to enter the gardens of other tenants & please ensure they do not swing on the gates.
26. No trees may be planted other than fruit trees and they must not be planted near the paths or shade other allotments.
27. Water Supply.
- a. We have a metered supply paid for by the Parish Council so we have an obligation not to waste it. Connected hosepipes especially with an appliance attached have been found dribbling and this is hard to detect, please disconnect all hose pipes after use. Also please report any defective taps.
- b. To protect plumbing the supply will be turned off in November and restored in April, exact dates weather dependent.
28. Wherever possible natural (such as predatory insects) and other organic methods should be used to control pests. The use of insecticides and weed killers should be kept to a minimum.
29. Rodents. Rodenticide is used to minimise damage to crops, it is normally placed in purpose made black or green plastic containers located between plots and boundary hedges. In 2014 there was a sharp increase in the numbers of mice and continued presence of rats for which the bait is being renewed regularly. If children are present at the site they must be instructed not to interfere with any bait containers.

**Warden. At the Elm Road site a Warden is appointed with responsibility for day to day management of the site. The PC may from time to time publish guidance notes which should be observed as for rules – these will be issued when necessary by the Parish Clerk.**

## **THE AGREEMENT**

### **PAYMENT OF RENT**

The rent of an allotment garden shall be paid annually in advance. Invoices will be sent during January, payment in full is due by the 31<sup>st</sup> January of same year.

The rent levied by the PC is charged for the full 12 months from 1<sup>st</sup> January and is non refundable regardless of the start date of the allotment agreement or when the agreement is terminated.

**Rental amount for the year 2018 small £25.00 Standard £45.00 & Large £55.000 per allotment – reduced to half for holders over 65 years of age living in Sherborne St John.**

### **NEW TENANTS**

A refundable Deposit of £40 will be levied on new tenants. If the site is relinquished in a reasonable state this deposit will be refunded in full. However should the site be in an unacceptable condition for a new tenant to accept this deposit will be used towards the costs of having the allotment returned to a good standard and any further costs for reinstatement of the site will be reclaimed from the outgoing tenant.

A new tenant will be allowed 3 months to clean and substantially cultivate the plot if it has been unused for some time. In some instances the allotment may be taken over by a new tenant with the previous tenant's cultivation in-situ, acceptance of the in-situ planting by the new tenant is at their discretion and liability. Should they wish to remove the plants this will be at their expense.

### **POWER TO INSPECT ALLOTMENT GARDENS**

Any member or officer of the PC shall be entitled, when directed by the PC, to enter and inspect an allotment garden.

### **TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN**

The tenant may give notice in writing to the Clerk to the PC to vacate a plot at anytime. The allotment should be left clean and tidy wherever possible; however the PC reserves the right to recharge the ex-tenant for costs incurred to bring the allotment to a suitable standard for the next occupant. In the event of death of a tenant, the PC must be advised in writing as soon as possible enabling the tenancy to be terminated at the end of the same month and allowing for continual usage.

The tenancy of an allotment garden shall, unless otherwise agreed in writing, be terminated

- If the rent is in arrears for more than 40 days – then a warning letter will be sent for the account to be cleared within 14 days, further non payment will result in a “Notice to Quit” being issued and the agreement being terminated forthwith.
- If the tenant has not duly observed these rules or where a plot is left substantially uncultivated, then a warning letter will be sent giving 28 days to comply with the above rules or substantially improve and cultivate the site. This will be followed by a re-inspection by the PC.

If, on re-inspection the tenant has not complied or made the improvements required then a “Notice to Quit” will be issued for termination within 10 calendar days. This can be served on a tenant either personally by hand, by recorded or registered post to the last known place of abode, or by fixing in a conspicuous position on the allotment garden. The tenant may appeal to the PC during this notice period.

The PC will give a tenant 6 months notice in writing for tenancy termination for any other reason than those stated above.

**The tenant is deemed to have accepted the above terms and conditions by signing the allotment agreement and/or payment of the rent as invoiced.**

**AGREEMENT - NEW TENANTS**

.....Complete & Return.....

**I have read the allotment Rules and agree to adhere to them at all times. I understand that failure to do so may result in the termination of the Tenancy Agreement .**

**Please sign and date below & e mail to ssjclerk@gmail.com that you have read and agree the agreement above.**

**NAME**

**ADDRESS**

**TENANT'S SIGNATURE**

**TELEPHONE NUMBER AND EMAIL ADDRESS**

**ALLOTMENT PLOT NUMBER**

**DATE**