



# Shenley Brook End & Tattenhoe Parish Council

## **Allotment Terms and Conditions**

## INTRODUCTION

Allotments are valuable green spaces and community assets that can help improve people's quality of life by promoting healthy food, exercise and community interaction. We hope you find working your allotment enjoyable and that you come to love growing your own flowers, fruit and vegetables.

Please do not hesitate to contact the Allotments Officer at the Parish Office if there is something you want to bring to our attention.

Shenley Brook End & Tattenhoe Parish Council

1 Wimborne Crescent

Westcroft District Centre MK4 4DB

Tel: 01908 521538

Email: [Karen.wheeler@shenleybrookend-pc.gov.uk](mailto:Karen.wheeler@shenleybrookend-pc.gov.uk)

Website: [www.shenleybrookend-pc.gov.uk](http://www.shenleybrookend-pc.gov.uk).

Please note that Parish Office hours are 9.00am – 5.00pm Monday to Thursday and 4.30pm on Friday. If no-one is available to take your call please leave a message on our answer phone and we will get back to you as soon as possible.

Matters relating to allotments are dealt with at meetings of the Planning & Environment Committee.

Dates of meetings and agenda are available online at

and displayed on the parish notice boards and in the front window of the Parish Office. Allotment Tenants are welcome to attend any meetings where time is set aside for public participation at an early stage in each meeting.

This booklet explains the Terms and Conditions with which the Tenant and Shenley Brook End & Tattenhoe Parish Council must comply when renting an allotment.

Throughout these terms and conditions the expression “the Council” shall mean Shenley Brook End & Tattenhoe Parish Council and includes any Committee of the Council or any Allotment Managers appointed by the Council under the Allotments Act 1908 to 1950 and the local Government Act 1972.

The Council reserves the right to amend these terms and conditions to meet the requirements of individual Allotment sites.

## **1.0 ELIGIBILITY**

Allotments will be let in accordance with the waiting list to any person residing within the Parish of Shenley Brook End & Tattenhoe, on the basis of one plot per household.

At the discretion of the Council and subject to no outstanding waiting list for an allotment, a plot may be let at an enhanced rent to any suitable person living no more than one mile from the Parish boundary.

## **2.0 OBLIGATIONS OF TENANT**

### **2.1 General**

2.1.1 The Tenant agrees with the Council to observe and perform the conditions and obligations set out below. In cases where Tenants have difficulty in meeting these terms due to unforeseen circumstances they must contact the Council office to discuss the issues which are causing non-compliance. Any breach of the rules within this agreement will result in a warning notice and may lead to termination of the tenancy after one month's notice and the plot re-let in accordance with the Allotments Acts 1908 to 1950.

### **2.2 Use**

2.2.1 The Tenant must use the Allotment for the purposes of an Allotment only and for no other purpose. Therefore they may only be wholly or mainly used for the production of vegetables, fruit or flowers for personal consumption.

### **2.3 Payment of Rent**

2.3.1 The Council shall let to the Tenant for him/her to hold as Tenant from year to year the Allotment garden identified in the Tenancy Agreement and listed in the register of Allotments, kept by the Council.

2.3.2 The Tenant shall pay a yearly rent determined by the size of the plot or such other sum as the Council may from time to time determine in accordance with the provisions of Section 10(1) of the Allotments Act 1950 and notify to the Tenant in writing.

2.3.3 Tenants living outside the Parish will pay an enhanced rent of an extra 10% for the tenancy of a Council Allotment.

- 2.3.4 The rent shall be payable yearly in advance and shall be due on the first day of October each year. (Rent may periodically come under review, in which case the Tenant will be given 12 months notice of any change and the option of terminating the tenancy)
- 2.3.5 Proportionate rent will apply for any part of a year over which the tenancy falls short of a full year and/or extends into a period of a new year.
- 2.3.6 The annual rent shall be paid within 30 days of issue of the Council's invoice and payment will be in accordance with the instructions attached to the invoice.
- 2.3.7 Failure to pay within the time limits may result in termination or refusal to renew the Allotment lease.
- 2.3.8 Tenants experiencing difficulties with payment must contact the Council immediately for guidance and where possible assistance.
- 2.3.8a During the first year of a tenancy an allotment holder who finds that maintaining the plot is too difficult, may choose to terminate the agreement by mutual consent. In such circumstances the Council will refund 'pro rata' the remaining rent for the year.  
Should the tenant fail to maintain the plot but not agree to relinquish it the standard procedures for non-cultivation will apply.

## **2.4 Change of Address**

- 2.4.1 The tenant must give notice in writing to the Allotments Officer within 28 days of such change.

## **3.4 Cultivation, Planting and Watering**

- 3.4.1 The Tenant must start to cultivate the Allotment within two months of accepting tenancy and keep the Allotment clean, free from weeds, broken glass, hazardous metal and unnecessary rubbish and otherwise maintain the whole of the Allotment in a good state of cultivation and fertility and good condition. Any pathway or cart track included in or abutting an Allotment must be kept reasonably free of weeds.
- 3.4.2 The Tenant must not bring onto an Allotment:
- Any materials of a non-vegetative nature which may cause any damage to the Allotment or to the health or safety of any persons.
  - Any vegetative material which in the opinion of the Council is inappropriate to the use of the Allotment as an Allotment garden.
  - Vehicle tyres for cultivation or any other purpose.

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- 3.4.3 The Tenant must only water the Allotment by conventional hand watering methods, which for the purpose of this agreement means using a watering can or similar container.
- 3.4.4 The Tenant must not cut or prune any tree situated within the Allotment or immediately adjacent to the Allotment boundary, the exception being fruit trees within the Allotment. Other tree management matters must be referred to the Council.
- 3.4.5 Planting of cane fruits and fruit bushes must be at least 1m from the Allotment boundary and in the case of small fruits trees 1.5m from boundary.
- 3.4.6 No soil, sand, gravel or earth extraction/removal is permitted without the written consent of the Council.
- 3.4.7 The Tenant shall maintain the plot number supplied by the Council in good order and ensure it is visible at all times.
- 3.4.8 The Allotment officer will carry out regular site inspections to assess the plot against the Allotment Terms & Conditions. If any plot is found to be in breach of the terms and conditions then the termination procedure will be activated.

### **3.5 Nuisance**

- 3.5.1 The Tenant must not cause or permit any nuisance or annoyance to any other Tenant on the Allotment site, or obstruct or encroach on any path or roadway set out by the Council for the use of Tenants and/or any other person going about official Council business.
- 3.5.2 The Tenant or any visitors they have at the site must not cause or commit any form of nuisance, annoyance, harassment or anti-social behaviour. This includes but is not limited to:
- Harassment on the grounds of age, gender, race, mobility or lifestyle.
  - Violence or threats of violence to any person.
  - Abusive or insulting words or behaviour.
  - Offensive drunkenness.
  - Damage or threat of damage to any property or goods of any other Tenant or the Council.
  - Graffiti or similar.
  - Using Allotment for any illegal or improper purpose.
  - Playing ball games on the Allotment.

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### **3.6 Waste**

3.6.1 The Tenant must not allow or permit any household, industrial or commercial waste to be deposited on any part of the Allotment site.

### **3.7 Buildings and other Structures.**

3.7.1 The Tenant must not erect any building on the Allotment without first obtaining the written consent of the Council. Such consent may not be unreasonably withheld provided all statutory consents/approvals are in place. Any building structure must not exceed 2.44 x 1.83 metres (8ft x 6ft).

3.7.2 Any building erected on the Allotment shall only be used for the storage of garden tools and garden products associated with the promotion of good crop management.

### **3.8 Polytunnels**

3.8.1 A polytunnel can be built subject to prior approval of the Council. These should not exceed 2.44 metres x 1.83 metres. (8 feet x 6 feet)

### **3.9 Barbed Wire**

3.9.1 The use of barbed wire for any purpose is not permitted.

### **3.10 Bonfires**

3.10.1 No fires of any description are permitted on Allotments

3.10.2 Any waste unsuitable for composting must be removed from the site by the Tenant and deposited in an approved waste site.

### **3.11 Dogs**

3.11.1 Only dogs on leash or similar are permitted onto Allotments.

3.11.2 Dogs should be confined to the Tenants own plot during stay.

3.11.3 The Tenant is liable for any damage or nuisance caused by a dog.

3.11.4. The Tenant must remove any dog fouling and dispose of it off site.

### **3.12 Livestock**

3.12.1 No livestock or poultry of any kind shall be kept on the Allotment other than small numbers of hens or rabbits (no more than 5 hens or 2 rabbits) for the tenant's own domestic consumption. Written approval from the Council will be required. Tenants who keep permitted livestock must at all times demonstrate that acceptable levels of animal welfare are being maintained. The tenant shall be liable for any claim arising from livestock kept on the Allotment. **The keeping of cockerels is forbidden.** Breach

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of this condition will cause the Council to act immediately to rectify the situation and this may include termination of the lease.

### **3.13 Vermin**

3.13.1 The use of traps, snares, poison or other such exterminating devices by Tenants is forbidden. Tenants who have concerns with vermin on Allotments should contact the Council's Allotments Officer who will arrange for professional advice and take any appropriate action as required.

### **3.14 Ridings**

2.14.1 Motor vehicles are only permitted on main ridings for delivery of garden products and collection of produce. Grass riding verges are not to be entered with a motor vehicle during wet weather or during the winter November / February. Trailers must not be stored on the Allotment.

### **3.15 Safety & Security**

3.15.1 The Tenant will be responsible for the safekeeping of any tools, equipment, goods, plants, fertilisers, compost or other material of any description which is kept or brought onto the Allotment. The Council shall have no liability for the loss or damage of any of these items, however caused.

3.15.2 The Allotment holder will be issued with the combination code for the main lockable gate of the Allotment premises. This must not be divulged to any third party, other than close family members.

3.15.3 The Tenant must respect other Allotment Tenants in making safe use of chemical fertilisers, pesticides, herbicides or any other treatments. Always follow manufacturers' instructions regarding safety, storage mixing and use.

### **3.16 Legal Obligations**

3.16.1 The Tenant must at all times during the tenancy observe and comply fully with all statutes, statutory instruments, local and other byelaws, orders or regulations and other obligations imposed by law affecting the Allotment. The Tenant cannot sub-let or assign any part of the Allotment to any other person.

## **4.0 OBLIGATIONS OF THE PARISH COUNCIL**

4.1 The Council shall maintain the boundaries of the Allotment in good order and include the following:

- 
- Hedges properly cut and trimmed.
  - Ditches properly cleaned and maintained.
  - Fences in good repair.
  - Gates maintained in good working order.
  - Notice boards where erected.
  - Provision of a plot number for each plot and a site plan for the notice board.

- 4.2 The Council shall take out Public Liability Insurance to cover all Allotment sites.
- 4.3 The Council shall have the right to refuse admittance to any person other than the Tenant or a member of their family to the site unless accompanied by the Tenant or a member of their family.
- 4.4 Any officer or member of the Council shall be entitled at any time to enter and inspect any Allotment at any time. Routine inspection reports will be circulated to Council members on a monthly basis and the discussions held on Allotments at Committee meetings will be posted on individual Allotment notice boards within 7 days of the said meeting.

## **5.0 TERMINATION PROVISIONS**

- 5.1 The tenancy of the Allotment shall terminate on the yearly rental day after the death of the Tenant.
- 5.2 The Allotment may also be terminated by the Council by re-entry after one month's notice given under the following circumstances:
- If the rent is more than 40 days overdue from the date of the invoice.
  - If it appears to the Council that the Tenant of an Allotment, during the first three month period from the commencement of the tenancy, has not duly observed the rules affecting the Allotment.
  - Non-cultivation of allocated plot.
  - Where a Tenant is convicted of theft or criminal damage to an Allotment site, the tenancy in question will be deemed to terminate. This will be confirmed in writing to the Tenant by recorded delivery.
  - If it is apparent to the Council that the Tenant of an Allotment, not less than three months after the commencement of the tenancy, is resident more than one mile beyond the Parish boundary. The Tenant must contact the Council if special circumstances are to be taken into account.



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- If for any other reason such as sale of the land which is caused by alterations to the local development plan or the need to provide burial space within the parish, at least 12 months notice will be given and the notice will expire between 29<sup>th</sup> September and 6<sup>th</sup> April inclusive.

5.3 Any notice may be served on a tenant either personally or by leaving it at the last known place of abode, or by letter addressed to the tenant there, or by fixing the same in some conspicuous manner on the Allotment.

5.4 Tenants wishing to give notice must do so in writing to the Council. No refund of rent will be made.

## **6.0 DISPUTE RESOLUTION**

### **6.1 Disputes Between Tenants**

- Will have a first stage process which requires consultation between the parties concerned to see if the matter can be resolved at this level.
- Failure to agree on this matter will be referred to the Council who will take account of each version of the dispute and see if a way forward and resolution can be found.
- If there is failure to agree at this point the matter will be referred to the Council's Planning and Environment Committee, who will take the following action:
  - Listen independently to each party.
  - Bring together the parties for discussion.
  - Consider the evidence and determine the decision of the Committee.
  - Refer the matter to the full Council where appropriate.
  - If there remains a failure to agree, the matter will be referred to an independent arbitrator appointed by the Council.

6.2 **Disputes Between Tenant(s) and the Council** will involve the following action:

Any Tenant who has a concern about their tenancy of an Allotment should raise this verbally, in the first instance, with the Allotments Officer.

If the concern remains, the Tenant must write to the Clerk to Council who will acknowledge receipt of the letter within 7 days. The Clerk will investigate the matter and endeavour to respond within 21 days.

If the Clerk is unable to resolve the matter to the satisfaction of the Tenant, the final stage of the procedure will be for the Tenant to write to the Chair of Council who will arrange for the matter to be considered by Council either directly or via the Planning and Environment Committee. The decision of Council will be final.



**Allotment Tenancy Agreement - Tenant's Copy**

This booklet explains the rules that you and Shenley Brook End & Tattenhoe Parish Council must comply with when you rent an allotment. By signing this Tenancy Agreement you are stating that you have read, understand and agree to be bound by these rules.



This **Allotment Tenancy Agreement** is made between **Shenley Brook End & Tattenhoe Parish Council**

Signed on behalf of Shenley Brook End & Tattenhoe Parish Council by:

**Karen Wheeler (Allotments Officer)**

.....[signature]

And .....[name of Tenant]

and will commence on .....[date] and continue from year to year. I

agree to take the tenancy of plot no(s) ..... @ ..... sq m.

located ..... allotment site (location plan attached).

On confirming that you will take an allotment tenancy with Shenley Brook End & Tattenhoe Parish Council you agree that:

The rent is due in advance for the allotment year, or part year, depending on tenancy date. Payment is due on issue of the invoice or agreement and is non-refundable (payments may be made quarterly if requested). Failure to pay will result in cancellation of the agreement.

Rent may periodically come under review and you will be given 12 month’s notice of any rent change and the option of terminating your tenancy.

I have read and understood the conditions of this Tenancy Agreement and agree to become a Tenant on the allotment(s) stated.

[name – please print] .....

[signature] .....

ADDRESS: .....

.....

POST CODE: .....

TEL:..... MOBILE:.....

EMAIL: .....

**Any written requests, notice to terminate the tenancy, or changes in contact details should be forwarded to:**

The Allotments Officer  
Shenley Brook End & Tattenhoe Parish Council  
1 Wimborne Crescent  
Westcroft District Centre  
MK4 4DB

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**Please sign both copies and return this one to the address above.**