



Oakley and Deane Parish Council

Andover Road Allotment Tenancy Rules



October 2022

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1. General

Oakley and Deane parish council provide allotments according to the Allotment Acts of 1908, 1922, 1925, 1950 and any subsequent acts.

The allotment shall be wholly cultivated by the occupier to produce vegetables and fruit crops for consumption by his or her family.

The council will maintain computerised records of allotment waiting lists and tenants in accordance with the data protection act of 2018.

By signing the tenancy agreement, you agree to keep to these rules. Any queries relating to interpretation of the rules should be addressed to the Parish Clerk whose ruling will be final.

2. Eligibility

Applicants for a tenancy of an allotment must be aged 18 or over and be resident within the boundaries of Oakley and Deane parishes.

3. New Tenants

New tenants will undertake to cultivate the allotment to the agreed standard within the first six months of the tenancy unless agreed in writing by Oakley and Deane Parish Council.

Prior to the tenant taking over the allotment, the Parish Clerk will take a photograph of the allocated allotment indicating the state of the plot at the time of the tenancy being offered. The Parish Clerk and the Tenant shall then sign the photograph as a record for future inspections when vacating the plot.

4. Rent

The rent for an allotment, unless agreed by the parish council in writing, will be paid on 29th September each year. Payment may be made electronically via BACS to:

- Sort code 30-90-53
- Account number 00320709
- Account name, The Parish Council of Oakley and Deane.

Payment may also be made by cheque payable to Oakley and Deane Parish Council.

Rent increases will be considered annually by the Parish Council and tenants notified prior to September 29th of any increase that is due.

Current rents for plots are as follows:

- Large plots at Andover Road site £33.50 per annum.
- Small plots at Andover Road site £22 per annum.

5. Deposit

A deposit of £150 shall be paid to Oakley and Deane Parish Council and held until the tenant vacates the plot. If the site is deemed to be in a state commensurate or better than the photograph taken on commencement of tenancy, then the deposit will be refunded. If the condition is deemed to be worse than at the commencement of the tenancy, then the deposit will be forfeit and used to pay a contractor to restore the condition of the plot.

6. Cultivation

The tenant agrees to keep the allotment in a good state of cultivation and fertility and to maintain it in a tidy condition. Cultivated is defined as the plot being planted with crops, seeded, or fully prepared for planting or ready for seeds to be sown.

Uncultivated is defined as either fully or partially overgrown or unused, weed or grasses prevalent, little or no planting is present and insufficient effort has been made to keep the plot clear and tidy.

If in the opinion of Oakley and Deane Parish Council the plot appears to be uncultivated, the Parish Council reserves the right to cut down all the growth and charge the expense to the tenant concerned.

If in the opinion of Oakley and Deane Parish Council the allotment remains uncultivated and all not maintained in a good tidy condition 2 months after the issue of a warning letter from the Parish Council, then the tenancy agreement shall be terminated with the deposit forfeit.

The tenant shall not bring onto the site or store any items other than for horticultural use. The tenant shall only use chemicals that are legally available sale in the UK and their use must be in accordance with the manufacturers' instructions. Such chemicals must cause no harm to members of the public, game birds or other wildlife other than vermin or pests. Slug pellets should be used sparingly as they are a danger to some forms of wildlife. More information about the use of garden pesticides can be found at <http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>.

The use of carpet or carpet underlay as a weed suppressant is prohibited. Use of commercially available weed suppressants is permitted.

7. Livestock

Tenants are not permitted to keep any livestock other than bees on the allotment. Tenants wishing to keep bees must obtain written permission from Oakley and Deane Parish Council and agree to abide by the rules outlined in "Beekeeping Rules" a copy of which can be obtained from the Parish Clerk. The Parish Council's decision as to whether to permit any application for beekeeping on any allotment shall be final.

8. Buildings

The tenant may erect a shed whose dimensions shall not exceed 8' x 6' and no higher than 6', or a sentry box shed whose dimensions do not exceed 3' x 3' and no higher than 6'. Only one shed is permitted. The shed is to be suitably constructed and maintained. It must be sited near to the rear boundary of the plot but allow a space of 2' behind the shed to allow access to the boundary. Concrete shed foundations are not permitted.

Only materials and equipment for use on the allotment are permitted to be stored in sheds.

A single poly tunnel is permitted whose dimensions do not exceed 10' x 8' x 6' high on large plots, and on small plots dimensions do not exceed 6' x 8' x 6' high.

A fruit cage not exceeding 25% of the plot area is permitted providing it does not overshadow neighbouring allotments.

One greenhouse whose dimensions do not exceed 8' x 6' x 6' 6" is permitted.

9. Inspection

Any member of the Parish Council or officer empowered by the Parish Council may inspect allotments at any time. The Parish Council will carry out eight monthly inspections year between 1st March and 31st October. Tenants will be notified in writing if their allotment does not meet the required standards of cultivation.

Inspections may be made at other times of the year if there have been complaints about the allotments being misused or unkempt.

10. Bonfires

Bonfires are permitted but consideration must be given to other allotment holders and adjacent householders so as not to cause a nuisance.

Open bonfires are not permitted: they should be burnt in a container designed for the purpose.

Only materials derived from the site may be burnt do not bring material onto the site from elsewhere.

Bonfires must be extinguished before you leave the site.

11. Children and dogs

Any children coming onto the site must be properly supervised and stay within the confines of the tenant's plot and not cause nuisance to other plot holders.

Dogs must be always kept on a lead and any faeces cleared up and removed from the site.

12. Security

Plot holders should always ensure that the gate is closed except during access: it is not locked.

13. Water supplies

There are three cattle troughs spaced around the site. Allotment holders must not interfere with the water supplies or connect any hosepipe to them. The use of pumps is prohibited.

Tenants must not clean tools or produce in the water troughs.

The area around the water supplies must be kept clear of obstructions.

14. Plot marker

Tenants must ensure their plot is numbered must keep the plot number clean, readable, and displayed in a prominent position at all times.

15. Disputes

Tenants agree that in any case of dispute between the tenant and any other occupant of an allotment in the allotment site shall be referred to the Parish Council whose decision is final.

In the event of any dispute between the tenant and the Parish Clerk or Parish Council, the matter shall be referred to an arbitrator agreed between the Parish Council and the Tenant.

16. Notice and termination

The tenancy can be terminated with one month's notice in any of the following circumstances:

- On the death of the tenant. The tenant's surviving spouse or partner may continue with the tenancy until the tenancy renewal date, or, with the consent of the Parish Council, sign a new allotment agreement.

If the rent is in arrears for more 40 days (whether lawfully demanded or not).

If the allotment is not clear and in good state of preparation for cultivation. As a guide, at least 75% of each plot should be cultivated. New tenants are expected to cultivate at least 50% of their plots within six months taking up the tenancy, rising to 75% after nine months.

If the tenant is resident outside the parishes of Oakley and Deane.

If the tenant fails to comply, within a reasonable time, with a notice requiring the tenant to remedy any failure to observe the conditions of this agreement.

If the tenant becomes bankrupt.

The Parish council gives 12 months previous notice in writing. The tenant gives two weeks' notice at any time.

Upon termination the Tenant must give up possession and use of the allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any works be required to return the allotment plot to workable condition, the existing tenant will be charged to bring the plot to an acceptable standard and forfeit any deposit paid.

Any personal property, produce or other items remaining on plot or site, seven days after the termination of the tenancy will be assigned to any new tenant or removed and the cost of removal charged to the tenant.

Sheds and greenhouses remain on the plot.

17. Barbed wire

Use of barbed wire on an allotment is prohibited.

18. Boundaries and paths

The tenant shall ensure that the boundary of the allotment is clearly marked. Any paths on the allotment must be maintained so that they do not cause a safety hazard. The common pathway to all the allotments must not be obstructed in anyway.

19. Nuisance

Abusive, threatening, aggressive or confrontational behaviour towards any other plot holder, member of the Parish Council or the Parish Council's appointed officer will not be tolerated. Any instances of such behaviour may be a breach of criminal law and may be reported to the police for further action.

The tenant must not cause any nuisance or annoyance to the occupier of any other allotment plot, adjoining landowners the occupiers of nearby houses.

The tenant must not enter or take remove any plant or crops or other items from other allotments without that tenant's permission.

20. Waste

No garden waste, any other material or waste is to be placed against any fence, hedge, or gate.

Only plant waste may be composted on allotment plots. Composting is only allowed on the allotment plot and any heap or pile for that purpose must be properly maintained to the satisfaction of the Parish Council.

All other waste material must be removed from the allotment and disposed of in an appropriate way.

No cooked food waste is to be brought onto the allotments.

The tenant must not deposit stones or other waste from the allotment plot on any paths or communal areas other than areas identified for that purpose. Stones in particular cause damage to mowing equipment.

21. Change of address

The tenant must inform the Parish Clerk immediately of any change of address or other contact details. If the tenant moves their place of residence to outside the parishes of Oakley and Deane, they will be required to give up the allotment within three months.

22. Traps and snares

The tenant must not set any traps or snares without the prior written approval of the Parish Clerk.

23. Trees

The tenant must not cut, lop, or interfere with any trees on the allotment plot other than the tenant's own trees without prior written permission of the parish council.

Any trees grown on the allotment must not be allowed to shade adjacent plots or extend over plot boundaries.

24. Motor vehicle tyres

Tenants may use discarded motor vehicle tyres on their allotment, but on vacating the allotment, must remove them. The Parish Council will charge the outgoing tenant £40 (subject to review) per tyre for any tyres left on the plot.

25. Change of rules

The Parish Council reserves the right to amend or change the rules at any time without consultation. Any changes to the rules will be notified to tenants in writing and become effective immediately.

The rules will be formally reviewed every three years.

26. Signatures to the agreement

By signing the tenancy rules, you are deemed to have read the rules and agree to adhere to them all times and understand that failure to do so may result in the termination of the tenancy.

Personal details (name, address, telephone numbers and email address) will be stored as a computer record and used by Oakley and Deane Parish Council for the purposes of managing the tenancy and communicating items of relevance concerning the allotment. The tenant will inform the Parish Clerk of any changes to these details immediately.

Revised October 2022
Environment Working Party
Oakley and Deane Parish Council