

WHEATHAMPSTEAD PARISH COUNCIL

ALLOTMENTS –

HITCHENS, GLEBE, FOLLY FIELDS AND BAXENDALE

Wheathampstead Parish Council provides allotments under the Allotments Acts 1908 - 1950 . The allotment sites are at Hitchens Field, Glebe, Folly Fields and Baxendale (see accompanying map for locations). Although the plots can vary in size, the majority are 10 square poles. A pole is an old measurement used to refer to a specific area; one pole is 30.25 square yards.

Allotments are provided for anyone over the age of 18 resident within the Wheathampstead Parish Council boundary, subject to availability. Allotments will only be let to residents of neighbouring parishes over 18 years old if there are no residents with Wheathampstead Parish Council on the list.

The Parish Council recommends all allotment Tenants to have third party public liability insurance.

PART I - DEFINITIONS

In this agreement and in the Allotment Rules, the following terms have the following meanings:

Allotments – means the whole of an allotment site, that is either Hitchens, Glebe, Folly or Baxendale including but not exclusively communal paths, parking areas and individual plots, banks and boundaries.

Allotment plot - means an individual allotment not exceeding 40 square poles which is wholly or mainly cultivated by the occupier for the production of vegetables, fruit and flowers for domestic consumption by himself/herself and his/her family and available to rent for an annual sum. (Allotment Act 1922 s22(1)) (Note this is the legal definition – allotment plots in Wheathampstead are 5 or 10 square poles)

The Council – Wheathampstead Parish Council, committee or officer

Green material - means plant or other vegetable matter which has been previously been growing in the ground at an allotment.

Notifiable weeds – means any weeds or plants prescribed as injurious weeds under the Weeds Act 1959 or as controlled waste under the Environmental Protection Act 1990. A list is available from the Parish Council and on the allotment notice boards

Rent – the annual rent payment (1 April -31 March) for the tenancy of an Allotment plot and all amenities provided with it. Rent is reviewed annually and tenants notified twelve months in advance

Re-entry – means the re-taking of possession (by the Council) under a right reserved in a prior agreement.

Second Tenant - means a person, notified to the Council, working the plot in addition to the named tenant, who will be given first refusal when the named tenant decides to give up their tenancy.

Tenant – a person, 18 years or over, who holds a tenancy of an Allotment plot.

Tenancy – the letting of an Allotment plot to a tenant.

PART II – TERMS AND CONDITIONS

1. **The Council** will:

- a) divide the Allotments into allotment plots;
- b) prepare a plan showing the allotment plots and give each allotment plot a separate number;
- c) keep a register of Tenants and their plot(s) and contact details;
- d) will rent allotment plots to a single named individual. If a second person assists they should be identified as a second tenant and will be given first refusal as/when the tenant relinquishes their tenancy so long as they have been working the plot for 6 months or more
- e) keep a register of vacant allotment plots;
- f) keep a waiting list of people who would like an allotment plot and an application to be put on the waiting list must be made to the Clerk at Wheathampstead Parish Council, Memorial Hall, Marford Road, Wheathampstead, AL4 8AY;
- g) allocate the allotment plots fairly in accordance with the preferences set out below;
 - to people resident within the Wheathampstead Parish boundary;
 - to people who do not have another allotment plot;
 - if more than one person with equal priority would like to take over an allotment plot the issue will be determined by drawing lots.
- h) maintain and manage the common areas of the allotments and vacant plots;
- i) provide the combination lock number to each allotment plot holder (Hitchens Field and Glebe only)
- j) provide adequate water supplies and a minimum of one tap in each site;
- k) promote allotment plots to parishioners and actively encourage their take-up;
- l) hold regular Allotment Committee meetings;
- m) respond to concerns of the Allotments Committee and tenants;
- n) identify neglected allotment plots and give notice to the tenant to cultivate the allotment plot within 30 days or relinquish their tenancy, unless there are mitigating circumstances such as

illness, which have been advised to the Council;

o) fix the rent for each allotment plot having regard to its area and review its rent once a year.

P) provide a notice board at each site and permit tenants to display suitable and relevant notices

q) provide plot numbering to enable tenants to identify allotment plots

r) allotment plots are rented on an 'as seen' basis.

s) The tenancy may be terminated by the Council by serving on the tenant not less than 12 months written notice to quit expiring on or before the 6th day of April in any year. (Note: see also termination for breach where terms vary)

2. **The tenant** will abide by the following:

a. The tenant shall reside within the parish boundary of Wheathampstead (exceptional cases on a specific case by case agreement).

b. The tenancy is subject to the conditions and provisions of the Allotments Acts 1908 – 1950 and any other statutory provisions relating to allotments.

c. The tenancy is subject to the following terms and conditions. Tenants will be responsible for the due observations of these rules by their visitors/guests both children and adults. All children under the age of 16 must be accompanied by a responsible adult at all times.

d. ball games are not permitted

e. These rules are made under Section 28 of the Small Holdings and Allotment Act 1908 and apply to all tenants and allotment plots including any let before these rules came into force.

f. Rent may be increased at any time provided the Council takes reasonable steps to give all tenants 12 months notice. An accidental failure to give notice to an individual tenant will not invalidate that tenant's rent increase

g. The Council may increase the rent without notice where additional amenities are provided on an allotment plot.

h. The tenant is responsible for notifying the Council immediately of any changes in circumstances including contact details and second tenant

ALLOTMENT RULES

Husbandry and maintenance

1) The tenant shall cultivate the allotment plot for, and shall use it only for domestic consumption by himself/herself and his/her family. Tenants must not carry out any business from their allotment plots.

2) The tenant shall keep the allotment plot in a good state of cultivation and fertility and free from weeds, clean and tidy at all times. The tenant shall be responsible for the prevention and ongoing eradication of all notifiable weeds and the costs/fines/compensation arising should any notifiable weeds take root and provided that in the event of the tenant failing to eradicate any notifiable weeds it shall be lawful for the Council to suspend the use of any allotment plot affected and take such action as the Council reasonably think fit to eradicate such weeds. The cost of such

eradication to be met by the tenant who shall not be entitled to any compensation or suspension or reduction of rent during such period of suspension.

3) Unless prior permission has been given $\frac{3}{4}$ of the allotment plot should be cultivated the production of vegetables, soft fruit and flowers and with no large areas being left long term to grass or bare earth etc

4) Tenants must have regard to the Control of Pesticides Regulations (amended) 1997, and as subsequently amended. This places responsibility on anyone who uses or stores pesticides to ensure reasonable precautions to ensure the health of humans, creatures and plants, safeguard the environment and avoid pollution of water.

Pesticides and or other chemicals are not permitted for use or to be stored on the Allotments except for those which are at the time of bringing on to the allotment plot and at all time thereafter available for domestic use through normal UK retail purchase channels. The Council may at any time ban the use of any named pesticide and or other chemical at the allotments.

Where pesticides acceptable to the Council are used, care must be taken to ensure they do not affect neighbouring plots, some of which may be managed organically.

5) The storage of fuel including petrol, diesel and gas is prohibited on the Allotment.

6) The future use of carpet as ground cover is not allowed because of the chemicals used in modern manufacture.

7) The tenant shall not allow any plants to impinge on any other part of the Allotments or neighbouring allotment plot nor cause any damage thereto.

8) The tenant shall be responsible for and must keep the paths along two sides of their allotment plot mown, the paths being identified by the Council. Paths shall be a minimum of 3 feet (90 cm) wide.

9) All gates to the Allotments must be closed where it is practical to do so and the gates must be locked by the last person vacating the Allotments by means of a combination lock (locks apply to Hitchens and Glebe Fields).

10) The tenant shall not without the written consent of the Council, cut or prune any timber or other trees, except the proper pruning of fruit trees or shrubs in the proper course of husbandry, or take or sell or carry away any mineral gravel, sand or clay or permit any other person to do so. The Council will not normally grant consent.

11) The tenant must not plant any trees without the written consent of the Council. Any such trees/bushes must be on dwarf root stock and grow no higher than 8' upon maturity.

12) The tenant shall not cause any nuisance or annoyance to any other tenant or any other authorised user of the allotments.

13) The tenant shall not obstruct any path set out by the Council for the use of the occupiers of the Allotments.

14) Machinery such as strimmers, cultivators and lawn mowers should only be with consideration to others and only within the hours 09.30 – 18.00 h

Watering

1) The tenant shall only use a hand held hosepipe on the Allotments. The use of sprinklers and hose pipes left running overnight or unattended is forbidden.

Waste

- 1) The tenant shall not dump any refuse/rubbish of any kind on Council's land or bring onto the Allotments any refuse/rubbish to burn. Any tenant reasonably believed to or found to be flytipping or permitting or encouraging flytipping on any part of the Allotments will be in immediate breach of this tenancy which will terminate immediately without further notification from the Council. The costs of clearance of the flytipping and any associated, including legal and or prosecution costs, will be charged to the tenant.
- 2) The tenant shall compost all green matter in a container on their own allotment plot or alternatively remove it from the Allotments.
- 3) The tenant shall remove non-biodegradable waste such as glass, metal and plastics from the Allotments. This is the tenant's responsibility.
- 4) Upon termination of tenancy it is the tenant's responsibility to clear the plot of rubbish and structures (see below under structures). Any expense subsequently incurred by the Council will be subsequently recharged to the outgoing tenant

Bonfires

- 1) Bonfires are only permitted for the burning of diseased plant material and such bonfires must not be left unattended.
- 2) The tenant shall comply to the 'good bonfire' guidelines attached to this Agreement at Appendix 1 from time to time updated by the Council and avoid causing a statutory nuisance by way of smoke, fumes or gases thereby significantly interfering with a person's peaceful enjoyment and or peaceful enjoyment of their property or traffic.
- 3) The tenant shall only light a bonfire during the following days and times – Tuesday, Thursday and Saturday mornings between the hours of 0800 and 1200 except if notified otherwise on the notice board by the Council

Assignment/underletting

- 1) The tenant shall not under-let, assign or part with the possession of their allotment plot, or any part of it without the written consent of the Council. The Council will not normally grant its consent. Assistance using a 'second tenant' is permissible (see above for definition)

Storage

- 1) The tenant shall not store any vehicle or vehicle parts, caravans, trailers or boats, or any other item unrelated to cultivation at or on the Allotments.
- 2) as defined under husbandry, the storage of fuel is prohibited
- 3) Tenants are advised, for security reasons, not to store valuable items on the Allotments

Structures/buildings

- 1) The tenant shall not without the written consent of the Council, erect on the Allotments any building including polytunnels and greenhouses or other structure whatsoever including ponds or other water features. All buildings for which written consent is granted shall conform and continue to be maintained to the standard specified by the Council.
- 2) Landlord's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in

relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.

- 3) Tenants are permitted to install compost bins and structures, but other internal plot fences, gates and structures should only be installed where they are necessary for the operation of the allotment.
- 4) Consent will not usually be given for more than 1 shed and 1 greenhouse not exceeding 8' x6' x 8' high (2.5 x 2 x 2.5m)
- 5) Any building or other structure erected without the written consent of the Council shall be removed forthwith without notice and the tenant shall reimburse the Council for all costs associated with the removal including disposal and making good costs. A notice shall be attached to any building or other structure erected with consent but not maintained to the standard agreed by the Council informing the tenant that the building or other structure will be removed and disposed of by the Council following the expiry of 21 days unless the building or other structure is made to conform with the Council's standard. The tenant shall reimburse the Council for all costs associated with the removal including disposal and making good costs.
- 6) Buildings must not be installed on a permanent base
- 7) When a tenancy is terminated any buildings or other structures erected must be removed, unless, with the approval of the Allotments Committee, it/they can be satisfactorily transferred to the new tenant. Ponds must be filled in and the ground made good at the expense of the outgoing tenant.
- 8) Any building or other structure erected on an allotment plot is at the tenant's expense and risk.
- 9) Existing structures as at the date of this agreement at an approved location must be maintained to a reasonable standard. The Council will be responsible for carrying out an initial inspection and issuing notices of approval/improvement.
- 10) The tenant shall not erect any fencing nor barbed wire on the Allotments or allotment plot with the exception of the installation of appropriate crop protection, not exceeding 2 metres in height, approved in advance in writing by the Council and renewable annually. The Council may withdraw this exception at any time for any reason without notice and shall do so if in its sole opinion there is any abuse of this exception.
- 11) The tenant must not bring or use corrugated iron or sheeted iron or similar metal objects, or barbed wire onto their allotment plot.

Animals

- 1) The tenant shall keep no livestock or poultry or other animal whatsoever of any kind on the allotment plot without the written consent of the Council. Unless prior approval has been given livestock 'pens' should not exceed half the area of the allotment plot, the remainder being cultivated
- 2) Where permission is granted for livestock it will be the tenant's responsibility to demonstrate and provide evidence to the Council that they are kept in a manner not detrimental to their health and will not cause a nuisance to other allotment holders
- 3) Tenants keeping livestock of any description are required to have public liability insurance (and give the Council sight of this annually) and obtain any appropriate licences and training

4) The tenant shall ensure that dogs brought onto the Allotments should be kept on a lead at all times. The tenant is responsible for the removal and safe disposal of dog faeces from the Allotments including the tenant's own plot. No dog faeces should remain at the Allotments and should not be dug into the soil. The tenant is responsible for ensuring that any dog brought on to the site does not urinate on or in any communal area or other tenant plots or vacant plots.

5) No dogs are to be kept on the Allotments at night.

6) Beehives may be kept on allotment plots subject to clauses 1- 3 above as for other livestock.

Plot numbering

1) The tenant shall ensure that the plot numbers allocated are kept in good condition and clearly displayed on the allotment plot at all times. Except in the case of normal wear and tear, the Council reserves the right to charge tenants replacement costs if a plot number is lost or damaged.

Administration

1) The tenant shall immediately inform in writing the Council of any change of address, telephone or email. As a courtesy the tenant should also advise the local field representative

Firearms

1) The tenant should not retain and or bring on to the Allotments any type of firearm whatsoever including replicas.

Parking

1) Unloading may be permitted by the Council for a limited period provided that at no time is the access or roads or paths through or to the Allotments blocked. Tenants unloading must move their vehicle immediately if requested by a fellow tenant or Council staff.

Conduct

1) The tenant shall at all times behave in a reasonable courteous manner and not offend any other lawful user of the site; no racist, sexist or other similar comments shall be tolerated.

2) Tenants must comply with all directions given by an Officer of the Council or any directions properly given by or on behalf of the Council.

Inspection

1) Any Councillor or staff of the Council or other person shall be entitled at any time, if authorised by the Council, to enter and inspect the Allotments and any allotment plot and any shed or greenhouse on it.

2) Disputes between tenants are to be referred to the Council and the decision of the Council will be binding on all the tenants involved in the dispute.

PART III – TERMINATION

- 1) Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, preferably giving a minimum of one months notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

- 2 The Council reserves the right to cancel an allotment tenancy via one months Written Notice to Quit if:
 1. rent is in arrears for 4 weeks or more (whether formally demanded or not); or
 2. the tenant is no longer a resident of the Parish; or
 3. the tenant is not duly observing the rules affecting the allotment plot/site, or any other term or condition of his/her tenancy; or
 4. the tenant is found stealing from the Allotments or is found causing, encouraging or permitting to cause any damage to any part of the Allotments
- 3 Where the council issues a Notice to Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.
- 4 The Council will write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, or other good reason and the Council will take this into account, and not be unreasonable. The tenant is encouraged to let the allotment representative know. A Written Notice to Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.
- 5 The Council may need to cancel tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In these cases the tenant will be given three months written Notice to Quit expiring at any time between 29 September to 6 April inclusive in any year.
- 6 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the council terminates.
7. The lapse of time or negotiations to rectify or resolve a breach shall under no circumstances diminish or remove the Council's right to re-enter following a breach or any term or condition or any part of this tenancy

Re-entry

- 1) The requirements for re-entry as above under termination are satisfied by the Council writing to the last known address of the tenant giving not less than one month's notice that it will re-enter the site on a specified date. No particular physical activity on the allotment plot is required by the Council to determine re-entry. Alternatively the Council may place a sign at the allotment plot stating that the allotment plot is vacant and the date from which it is vacant. This is the date of re-entry.
- 2) The tenant shall, not later than the termination of this tenancy, remove or cause to be removed, at the request or the direction of the Clerk to the Council or other responsible official of the Council, all buildings, structures and foundations from the allotment plot. If the outgoing tenant refuses, or fails to remove same, they may be removed and disposed of by the Council, the cost being charged to the outgoing tenant.

Appeal

- 1) If a tenant is not satisfied with the notice to quit, they can apply in writing to Wheathampstead Parish Council, Memorial Hall, Marford Road, Wheathampstead, AL4 8AY within 14 days of the sending/posting of the said notice, for the matter to be re-considered by three Councillors

comprising Chairman of the Allotments Committee and 2 others. The majority decision of the said three Councillors shall be final.

PART IV – MISCELLANEOUS

Notice

1. Any notice required to be given by the Council to the tenant under this tenancy may be served on the tenant personally or by leaving it at his/her last known address or registered letter or letter sent by the recorded delivery service addressed to him/her there or by securely affixing a notice in some conspicuous manner on the allotment plot to which the tenant's agreement refers. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent. A notice given by affixing to the allotment shall be deemed to be given 24 hours following the notice first being fixed.

2. Any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the tenant and sent in a prepaid post letter to the Clerk to the Council at Wheathampstead Parish Council, Memorial Hall, Marford Road, Wheathampstead, AL4 8AY.

Delegation

1. The Clerk to the Council is empowered to serve warnings and notices and all other matters in connection with the administration, operation and enforcement of this tenancy for and on behalf of the Council. The Clerk to the Council will have responsibility to:

i. ensure tenants abide by the rules and take appropriate action against those tenants who do not;

ii. collect the annual rent from the tenants;

iii. keep a register of all tenants including contact details, allotment plot numbers and rent payment record;

iv. keep a list of any prospective tenants on a waiting list;

v. liaise between the respective parish councillors responsible for Allotments and Allotments Representatives;

vi. facilitate formal meetings of the Allotments Committee which should ideally be at least every three months.

Rent review

1. The Council hereby gives notice that the rent shall be reviewed annually. The Council shall determine a revised amount of rent payable on 1 April in each year.

Wayleave

1 Where a private gate exists exiting onto an allotment garden a wayleave will be payable.

Supplementary special conditions

1. The tenant shall observe and comply with any other supplementary special conditions which the Council considers necessary to preserve the Allotments from deterioration and for which notice to the tenant is given in accordance with any rules made or to be made by the Council with respect to Allotments.

2. Notice for special conditions shall be given by posting of a notice on the Allotments' notice board at the Allotments at least seven days prior to the special condition coming into effect.

3. If a tenant finds that he/she cannot cope with a whole allotment plot, he/she should inform the Clerk to the Council and consideration will be given to let half of the allotment plot to a prospective tenant on the waiting list.

4. When a tenant moves from the Parish the allotment plot will be re-let to a new tenant by the Council at a point no later than the end of that tenancy period

Signed Witness

(Tenant) Address

Date

Appendix 1. Good bonfire guidelines

Only the burning of dry material for the disposal of diseased plant material from the tenant's allotment plot is permitted

Never burn household rubbish, rubber tyres or anything containing plastic, foam, paint or chemicals

Lighting of bonfires is only permitted on Tuesdays, Thursdays and Saturdays between the hours of 08.00 and 12.00 (except when notified by the Council via the notice board).

Never use old engine oil, methylated spirits, petrol or similar flammable liquids to light the fire or to encourage it

Avoid lighting a fire in unsuitable weather conditions – smoke hangs in the air on damp, still days and in the evening

Avoid burning when the wind will carry the smoke over roads or into other people's property

Avoid burning when the air quality is "poor" or "very poor".

Never leave a fire unattended or leave it to smoulder – douse it with soil if necessary