

Croughton Parish Council

Allotment Gardens Policy, Rules and Tenancy Agreement

This document was agreed at a meeting of Croughton Parish Council on 14 November 2011. The contents take effect from 15 November 2011 and are now fixed until any subsequent review and agreement.

Signed: P K Gelder
(Chairman)

Date: 14th November 2011

Signed: Ann Le Druillenec
(Clerk)

Date: 14th November 2011

Allotments Policy and Rules

The aims of the Policy and Rules are:

- To have clear and transparent processes for the operation of the Allotment Gardens
- To provide equitable access to the Allotment Gardens for residents of Croughton
- To ensure fair and consistent treatment of all allotment tenants

Purpose of Document

The purpose of this document is to provide a guide to the Parish Council's policies, rules and administration in relation to Croughton Allotment Gardens.

The document will be made available to members of the public, both individually when agreeing to take on an allotment tenancy and collectively on the village web-site www.croughton.org.uk

The document will be reviewed regularly as set out in our annual Action Plan.

Responsibility

Croughton Parish Allotments were established for the benefit of residents in Croughton

The Allotments belong to, and are under the direction of, Croughton Parish Council.

The Council is not a member of the National Allotments Association and is not therefore bound by their rules.

Management Principles

In managing the Allotment Gardens, Croughton Parish Council will:

- Communicate with individual Allotment Tenants on issues relating to their own Tenancy Agreement
- Communicate with all Allotment Tenants on issues which affect all Allotment Tenants
- Provide fair and consistent treatment of all Allotment Tenants
- Undertake fair enforcement where rules are not followed
- Maintain the Allotment Gardens to a high standard within the budget of Croughton Parish Council

Location of Allotment Gardens

The Allotment Gardens are situated on the western edge of the village, on the north side of High Street, between the centre of the village and Blenheim.

Administration

1. People wishing to rent an allotment should apply in writing to the Parish Clerk, Croughton Parish Council, Croughton Village Hall, Wheelers Rise, Croughton NN13 5ND.
2. A waiting list of people wishing to rent an allotment or change their existing plot will be maintained by the Parish Clerk.
3. All tenants shall receive a copy of the Policy, Rules and Tenancy Agreement and sign a Tenancy Agreement prior to becoming an Allotment Tenant.

Rents

The Allotments Act 1950 stipulates that the maximum amount of rent which can be charged for an allotment garden tenancy is such rent 'as a tenant may reasonably be expected to pay for the land if let for such use on the terms on which it is in fact let.'

The rent of the Allotment Garden shall be charged in half-yearly instalments in March and September each year.

The income derived from allotment rents goes to Croughton Parish Council to be set against the costs of provision of water and maintenance.

The allotment rents are reviewed from time to time by the Council. Any decision to increase the rents will comply with the requirements of the Allotments Act 1950 and will be notified to tenants six months before the increase will be implemented.

Allotment Allocation

1. When an allotment becomes available, it will be offered in the following order of priority:

1.1 Existing Tenants and applicants on the Waiting List

- 1st: the existing tenant of the other part of the plot if the available plot is a part-plot
- 2nd: the first name on the waiting list of any existing tenants who wish to change plots and have applied in writing for the change
- 3rd: the first name on the waiting list of prospective new tenants

- 1.2 If there are no people already on a waiting list, an advert will be placed in the Croughton Parish Newsletter and on Croughton web-site to elicit applicants by a given date. The plot will then be offered to the first name drawn in a ballot of those applying to the advertisement by the date requested.
2. In all cases above, allocation will be subject to all the following conditions:
 - 2.1 One person may only rent a maximum of one allotment, and
 - 2.2 One household may only rent a maximum of one allotment, and
 - 2.3 Priority will be given to Croughton residents, and
 - 2.4 The decision of Croughton Parish Council shall be final.

However, no tenant as at 31 August 2009 will be asked to relinquish an allotment if they currently exceed the maximums under 2.1 and 2.2.

Tenancy Rules

The Tenant of an Allotment Garden shall comply with the following Rules:

1. The Tenant shall pay the rent in accordance with the terms of the Tenancy
2. A tenant shall not sub-let, assign or part with possession of the Allotment Garden or any part of it.
3. A tenant shall keep the Allotment Garden in a good state of cultivation, fertility and condition.
4. Trees, hedging or large shrubs should not be planted. The Allotment Garden is for the cultivation of vegetables, flowers and fruit only.
5. Vehicle access is only permitted for the specific purpose and time of loading and unloading.
6. A tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden or obstruct any existing path used by the tenants of the Allotment Garden.
7. Water butts are permissible.
8. Hosepipes may be used but must be attended at all times.
9. Sprinklers are not permitted.
10. Composters are permissible. Tenants are advised to contact South Northamptonshire Council for information on compost bins.

11. No sheds, buildings or constructions of any description shall be erected on the Allotment Garden without the written consent of Croughton Parish Council.

Following written permission, sheds are allowed on the **north side** of the Allotment Gardens and are to be located on the north side of the plot adjacent to the Environmental Pocket Park fence, the shed door to face south.

Following written permission, sheds are allowed on the **south side** of the Allotment Gardens and are to be located on the north side of the southern plots, adjacent to the central path, the shed door to face south.

A shed can be no more than 7 ft x 5 ft, with a single sloping roof, be of wooden construction and painted in forest green or similar. The shed shall be kept in a good state of repair. Add-ons and lean-to constructions are not permitted.

12. Following written permission, one toolbox is allowed on the north side of each Allotment Garden which does not have a shed. A toolbox should be no more than 6 ft wide x 2ft 6 inches deep x 3 feet high, it should be of wooden or plastic construction and coloured forest green or similar. The toolbox shall be kept in a good state of repair.
13. No rubbish or waste is to be deposited on dividing paths or the main access path. All garden waste is to be disposed of by the Allotment Garden tenant.
14. Small garden waste fires are permitted on the tenant's own plot and must be attended at all times. These may only be lit if there is no nuisance to neighbouring properties.
15. The tenants may hold a private annual social event at the Allotment Gardens but are requested to advise Croughton Parish Council of the date of any such event in advance so that the Council can advise its insurers in order to meet the conditions of the Council's insurance policy.
16. When an Allotment Garden tenant leaves Croughton village, s/he will only be allowed to continue renting if there is nobody on the waiting list. When there is a Croughton applicant on the waiting list, the current tenant will be allowed to keep the allotment until the end of the current six-month rental period and it will then be offered in accordance with the Allocation Policy. However, no current tenant who had a Tenancy Agreement as at 31 August 2009 will be asked to relinquish an allotment if they live outside Croughton Parish.
17. A tenant who wishes to terminate tenancy of all or part of an Allotment Garden, should write to the Parish Clerk, Croughton Parish Council, Croughton Village Hall, Wheelers Rise, Croughton NN13 5ND.

Agreement between Croughton Parish Council and

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in relation to tenancy of an allotment garden at Croughton Parish Allotments

An Agreement made theday oftwo thousand andbetween (1) Croughton Parish Council (“the Council”) and (2) (“the Tenant”)

WHEREBY

The Council agrees to let and the Tenant agrees to rent a specified allotment shown on the Allotment Gardens Plan at the prevailing rent set by the Council and subject to the following conditions:

Croughton Parish Council shall:

1. Be entitled to enter and inspect the Allotment Gardens at any time
2. Undertake risk assessments of the Allotment Gardens at least annually and rectify any unsafe hazards as quickly as possible.
3. Pay the water rate charges relating to the whole Allotment Gardens.
4. Review the allotment rentals from time to time and give tenants six months notice of any changes.
5. Terminate the tenancy of an Allotment Garden after one month’s notice if the rent has not been paid within 40 days of the end of the due month.

The Tenant shall abide by the Tenancy Rules, as revised and published from time to time.

If the Tenant is deemed to be failing to abide by the Tenancy Rules, Croughton Parish Council shall notify the Tenant that they have one month to comply with the required conditions.

If after one month, the Tenant has failed to comply then they will be deemed to be in breach of this agreement and Croughton Parish Council may terminate the tenancy of the Allotment Garden.

Signed by (Tenant) on (date)

Signed by (Clerk to Croughton Parish Council) on

..... (date)