

CHESTERTON PARISH COUNCIL

Allotments – Term and Conditions Policy

1. Any grant of a tenancy shall be at the discretion of the Parish Council. The tenant should reside within the Parish of Chesterton during the continuance of the tenancy. Tenants leaving the Parish who wish to retain their tenancy may do so unless it is required for a resident and no other plots are available. The Parish Council may also let allotments to residents outside of Chesterton if there is no waiting list and after the Council has advertised it on the Notice Board and in the Parish Magazine for a period of one month/issue.
2. Priority will be given to new plot holders in Allocating vacant plots.
3. All children on the allotments are to be supervised by an adult at all times and must remain within their own allotment area and must not enter another allotment plot without invitation.
4. Trees are not to be planted on the Allotment unless agreed by the Allotment Committee, please contact Clerk@chestertonparishcouncil.org.uk for the allotment committee to meet with you to discuss this further.
5. The tenant shall use the Allotment Garden only to cultivate fruit, vegetables, flowers and laying eggs, for use and consumption by him/her and his/her family or friends only. The tenant shall not sell or undertake a business within or outside of the Allotments, in respect of the cultivation and production of fruit, vegetables, flowers or laying of eggs.
6. Keep the Allotment Garden clean and in a good state of fertility and cultivation. The Tenancy will terminate if any area or part area is considered unused, not regularly tended, not suitably cultivated, or kept in good order. If no evidence of cultivation efforts shall be visible by the end of May, (except due to extenuating circumstances as individually agreed in writing with the Parish Council), the Council shall serve one month's notice on the Tenant at the end of June and the plot shall return to the Council for future allocation from end July the same year.
Item 10 b) below refers.
7. Not cause a nuisance or annoyance to the occupier of any other allotment garden or owners/occupiers of other land adjoining the Allotment Garden, nor obstruct any path set out by the Council for the use of the occupiers of the allotment gardens. Nor will the tenant, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.
8. Be aware that chickens shall be the only livestock/foul acceptable on the allotments in the future for noise and public nuisance. Any existing turkeys, geese or ducks may not be replaced. Tenants may not introduce new chickens (**nor erect wooden buildings or structures which are reasonably necessary for the keeping of such livestock**) in the Allotment Garden **without gaining prior written consent from the Council**. Living conditions as detailed below shall be adhered to. They shall not be kept for business or trade: -
 - The chickens shall be kept in good clean secure areas with adequate space for movement in accordance with published guidelines by such national bodies as the RSPCA and DEFRA.
 - The Council permits up to 12 chickens per ten poles* plot or half that amount for a five-pole plot. **NO** cockerels are permitted.
 - At least 4ft x 3ft floor area for each bird.

- Existing Turkeys must have an 8ft x 6ft shed for 6 birds with a perch 2 ½ ft above the ground.
- A perch for them to stand on while they sleep.
- An exercise space or 'run' accessed daily.
- A nesting box filled with wood shavings for the hens to lay eggs.
- Eggs laid on the allotment cannot be sold.
- All food must be kept in metal containers.
- If chickens are kept, the tenant **must supply the Council with alternative emergency contact details**, should the Council need to contact someone in an emergency, in the absence of the tenant.

(* One pole = 16.5ft/5.5yds. a 10-pole plot = 250 square metres)

9. Not be permitted to keep beehives anywhere in the Allotment area.
10. Not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden. Allowing another party to cultivate the allotment on the tenant's behalf will be considered an assignment unless the Council's permission is granted.
11. **Obtain the Council's written consent to erect any building on the allotment garden.** All future structures are to be located at the rear end of plots adjacent to the outer perimeter (furthest from the central path) to avoid overshadowing neighbouring plots. No more than one shed and/or greenhouse is permissible, and the total area must not exceed a maximum measurement of 5m x 5m. A polytunnel of reasonable size is permissible. Any consented building must be of a **temporary construction** i.e., wood or plastic with a temporary base of slabs and not poured concrete. No paints or solvents are to be stored in any buildings whatsoever and gas canisters must be turned off before leaving the Allotment Garden.
12. Be able to erect fencing bordering the main path and side or rear pathways without the Council's permission but **must not** enclose any path. All paths and fencing must be sightly and maintained in good condition. All fences must be inside the plot to allow access to all paths by neighbouring plot holders. Fences must not be higher than 1.2 metres other than livestock pens where permission must be sought from the Council first. **NO** barbed or electrical wire of any sort may be used for a fence on any part of the allotments belonging to the Council.
13. Be responsible for maintaining the path to both ends and the left-hand side (looking at it from the main path) unless it is an end plot when they shall also be responsible for all surrounding paths. If the Parish Council need to employ a contractor to carry out remedial work because of poor or total lack of maintenance, the plot holder will be liable to pay any costs incurred.
14. Do Not store garden, domestic waste or building rubble of any kind. Disposal of rubbish of any kind is the tenant's responsibility and such rubbish **must not** be disposed of on empty plots.
 - not cut, lop, or fell any tree growing on the Allotment Garden without first obtaining the Council's consent.
 - Not plant any tree, fruit tree, shrub, hedge, or bush **without first obtaining the Council's permission.**
 - Trim and keep in decent order all hedges forming part of your Allotment Garden.
 - Ensure that every water container has a securely fixed lid, left closed when unattended.
 - **Do Not** install any nature of the pond.
 - Not use the carpet for any reason or purpose in the Allotment Garden itself.

- Shall not drive a car onto the allotment unless for the purpose of the delivery or removal of produce or maintenance items. Under no circumstances are cars to be left on the allotment overnight. Any such vehicle will be removed at the owner's expense.
 - Close and lock the gate to the allotments every time, upon entering and leaving by car.
 - Be responsible for the safety, supervision, and behaviour of their children always, and be limited to the tenant's plot and common ground.
 - Be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his/her property; Guidelines in the attached risk assessment must be always adhered to.
 - Adhere to the Council's strict regulations regarding bonfires: -
 - **No bonfires between the months of May and October.**
 - Incinerators may be used responsibly throughout the year but **must not be left unattended** at any time whatsoever.
 - Be considerate to other allotment holders and check wind direction and strength before lighting any fire.
 - Always remain vigilant and **never** leave the bonfire/incinerator/brazier unattended. Anyone falling foul of this rule will be liable for any damages/costs incurred because of their actions.
 - Only weeds and waste green material shall be burnt. It is not permissible to burn building materials, tyres, plastics, or treated/tarred materials which will cause toxic fumes or smoke.
 - Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
 - Permit an inspection of the Allotment Garden at all reasonable times by the Council.
 - **Always keep dogs on a lead** and do not allow dog fouling. No dogs are allowed entry to another tenant's Allotment Garden without that allotment holder's permission.
 - The Parish Council is not liable for loss by accident, fire, theft or damage to structures, tools, equipment, and plants on tenant's plots.
 - Note that water will be turned off between the months of November and March, or at the council's discretion, and the trough's drained down. The water must not be turned back on at any time during this period without the Council's prior permission.
 - At all times dress decently and appropriately for gardening on a public allotment, for reasons of common decency and health and safety.
 - Not use the allotments as a children's play area. Play equipment shall not be permitted on any plot.
12. The tenancy is subject to the Allotments Act 1908 to 1950. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden.
13. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Garden.
14. The tenancy may be terminated by the Council by service of one month's notice on the tenant if: -
- The rent is in arrears for 28 days or:
 - Three months after the commencement of the tenancy if the tenant has not observed the rules referred to in clause 6; or
 - The tenant moves outside the Parish of Chesterton, provided there are residents of Chesterton on the waiting list for an Allotment Garden.
15. If the tenant shall have been in breach of any of the foregoing clauses of the Agreement for a period of one month or longer, the Council may re-enter the Allotment Garden and the tenancy shall terminate thereupon, but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

16. The termination of the tenancy by the Council in accordance with clause 11 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation. The agreement shall terminate two months after the death of the tenant or on the 31st of March, whichever is earlier, unless otherwise agreed.
17. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotment Acts 1908 to 1950, but if the tenant shall have been paid or promised any compensation by an incoming tenant of the Allotment Garden the tenant shall, before claiming any compensation from the Council, give to the Council notice in writing of the matters in respect of which any such compensation has been paid or promised.
18. The tenancy may be terminated by the tenant by serving on the Council not less than two months written notice to quit.
19. On the termination of the tenancy, the tenant shall remove any shed, greenhouse, or other building or structure erected in the Allotment Garden unless the Council agrees otherwise, which shall be confirmed to the tenant in writing. The plot shall be left in a good fertile condition. Tenants not doing so will be charged for the necessary work required.
20. Any written notice required by the tenancy shall be sufficiently served if sent by post to, or left at the tenant's address as stated at the top of this agreement. Any notice to be served by the tenant shall be addressed to the Clerk to Chesterton Parish Council, The Community Centre, 2 Geminus Road, Chesterton OX26 1BJ, or posted in the grey external mailbox adjacent to the main Community Centre door.

End