

IVINGHOE PARISH COUNCIL

THIS AGREEMENT is made the 3rd day of October 2023

BETWEEN

Ivinghoe Parish Clerk
Ivinghoe Parish Council
Town Hall
High Street
Ivinghoe
Bucks
LU7 9EP

and

Tenant

Address Tenant Address

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at Ivinghoe Allotments numbered NO on the Council's allotment plan.

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from 1st October to the 31st October at an annual rent of XX which is payable to the Council by the Tenant on the 31st of October each year ("the Rent Day").
- 3.2. Payment of the tenancy rent will be considered acceptable of these terms and conditions.
- 3.3. Payment is required by 31st October.
- 3.4. 12 months notice of any rent increase will be given by the Council to the Tenant in October of the preceding year to take effect the following year.

- 3.5. Water supply shall be included in the rental charge.
- 3.6. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.
- 3.7. All new allotment tenants are subject to a three month probationary period.

4. Rates and Taxes

- 4.1. The Council will pay all rates and taxes

5. Cultivation and Use

- 5.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 5.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 5.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 5.4. Hardstanding is allowed for the base of a shed or greenhouse or internal path.
- 5.5. Weed suppressant coverings are not permitted, but should be of a standard and material recognised horticulturally. Other items such as carpet, carpet tiles, plastic linings, and bags etc are not permitted. A maximum area of 25% of an area of plot can be covered at any one time.

6. Prohibition on Under letting

- 6.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

7. Conduct

- 7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 7.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 7.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

7.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

7.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

7.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

8. Lease Terms

8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

9. Termination of Tenancy

9.1 The tenancy of the Allotment Garden shall terminate

- by either the Council or the Tenant giving three months' notice in writing.
- If the rent is in arrears for 40 days a letter will be sent by the Council requiring payment within 10 working days, if not paid the tenancy shall terminate.
- If the Tenant is not observing the conditions of the Tenancy a letter will be sent by the Council setting out the conditions to be met within three months of the date of the letter.
- If the Tenant becomes bankrupt.
- By the council giving the Tenant at least one months' notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than one mile out of the parish.

10. Change of Address

10.1. The Tenant must immediately inform the Council of any change of address.

11. Notices

11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

11.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

12. Static Cameras.

12.1 Plot owners must apply to Ivinghoe Parish Council for permission to install a camera.

12.2 The allotment tenants must follow the General Data Protection Regulation guidance for cameras.

12.3 A camera installed by a plot holder may only be used to view their own plot. The camera should not have a viewing angle that includes the neighbouring plots or any area of the public paths.

The plot holder must display signage on each corner of the plot, visible from all approaches, to inform people that a camera is in use on their plot.

No more than one camera per plot will be permitted.

The plot holder must be the owner of the camera.

Anything viewed or recorded by the camera is for the exclusive use of the plot holder.

Cameras may be used for recording wildlife, not for security. Ivinghoe Parish Council must be informed if a plot holder believes there is a security issue.

13. Water Butts.

13.1 Allotment holders with sheds are strongly encouraged to install water butts to harvest the rainwater for their plots.

Executed by the Council by

Bridget Knight

Signed by the Tenant

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not cut or prune any trees not within their own allotment plot.
- 1.2. The Tenant shall not plant any trees other than fruiting trees and prior written consent from the Parish Council must be obtained in advance. The recognised pruning practice can be carried out and the maximum height of any fruit tree must be a maximum height of 2.5m.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden. The maximum height of any hedges is 1m.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and gateways must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 45 centimetres wide.

3. Security

- 3.1. Please ensure that the gates are closed at all times after you enter and after you leave the Allotment Site and locked where appropriate.

4. Inspection

- 4.1. An officer of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. No sprinklers are permitted at the allotment site and hose must be stored safely and in good condition and put away when not in use.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock

- 7.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save hens and bees to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 7.2. Hens must be kept so that they are not prejudicial to health or a nuisance.
- 7.3. Bees can be kept with the written consent of the parish council and appropriate insurance must be in place.

8. Buildings and Structures

- 8.1. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant planning authority.

Allotment ponds shall not be filled using mains water by hosepipe or watering can.

- 8.2. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.3. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.4. Polytunnel size is to be no larger than 30m² and have a maximum height of no more than 2.4m. Siting the polytunnel should be located at least 0.5m in from the edge of the plot. The polytunnel must be a proprietary polytunnel from a recognized supplier (not homemade).
- 8.5. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in

cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.

- 9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.3. All non compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must
 - 10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife and livestock other than vermin or pests, and
 - 10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.
- 10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

11. Notices

- 11.1. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.
- 11.2. The noticeboard is the property of Ivinghoe Parish Council and is for the use of the Council as a means of communicating with allotment holders. Allotment holders are also permitted to use the noticeboard for communicating between each other on allotment business only. All notices to be removed immediately after they have expired.