

IVINGHOE PARISH COUNCIL

TERMS AND CONDITIONS OF ALLOTMENT TENANCIES

The Tenant shall:

Reside within the parish of Ivinghoe during the tenancy, non-parishioners can apply for plots if available; plots will be allocated at the discretion of the Parish Council all new plot holders will be given a probationary period of three months whereby they will be inspected to ensure that they are adhering to the rules and regulations.

Keep the allotment clean, free from weeds and well manured and otherwise maintained in a good state of cultivation and fertility and in good condition. Paths enclosing or crossing between the plots to be kept neat, tidy and unobstructed. Tenants are responsible for maintaining the external perimeter path of their plot and any paths that run between their plots

Not cause any nuisance or annoyance to the occupier in any other plot or of any neighbouring land or obstruct any path set out by the council for the use of the adjoining or neighbouring allotments. Parking is strictly prohibited; vehicles allowed onto allotments for loading, unloading purposes only with Parish Council permission and/or weather conditions permitting. The allotment holder will be fully responsible for any damage whatsoever caused by any vehicle driven on to the allotment at their behest.

Not underlet, assign or part with the possession of the Allotment or any part of it without the prior written consent of the Council (plots are not transferrable under any circumstances).

Not without the written consent of the council cut or prune any timber or other trees unless posing a danger.

Keep every hedge that forms part of their allotment plot properly cut and trimmed to a maximum height of three feet or so as not to impede light to neighbouring plots
The tenant shall be entitled to draw water from any outlet on the allotment site for cultivation of the plot or watering of poultry but for no other purpose. Water to be disconnected during the winter period determined by the Parish Council or its Officers, or if the water supply must be shut-off for repairs. **No sprinklers may be used anywhere on the allotment site.** Please ensure hoses are not left out on the path and are reeled in after use. Hoses and their fittings should be in good working order so as not to waste water.

Not erect any buildings on the Allotment without the written consent of the Council, and not to damage any roads paths fences signs pipes wires or cables or things ancillary thereto in, on, under or over site.

Not carry on any trade or business on the Allotment or on any part thereof not use any produce from the Allotment relating to any trade or business.

Not use barbed wire for any fence adjoining any path set out by the Council for use of occupiers of the Allotments.

Not keep livestock or birds without the prior written approval of the Council (see appendix A)

Not use the allotments for storage of any materials or things nor in any other way than for cultivating the same as an Allotment. The tenant shall not deposit or allow the deposit of refuse of any kind on his/her plot or other allotment land. He/she shall compost or burn on his/her plot all vegetable refuse arising from the allotment plot that he/she is the tenant.

On the termination of the tenancy shall remove any shed, greenhouse or other building or structure erected on the plot unless the council agrees otherwise which shall be confirmed in writing to the tenant and leave the plot in good order

Dogs will be allowed on the Allotments but must be kept on leads. The owner is responsible for removing any dog faeces.

The tenant shall:

Pay a yearly rent as determined from time to time by the Council and such rent shall be payable in advance by 31st October in each year.

The yearly rent may be varied by the Council upon written notice being given by the Council acting under its Clerk, giving details of variations but such notice shall not be served later than 31st October in each year.

The Allotment Officer or other person authorised by the Council shall be entitled at any time to enter and inspect any Allotment plot.

The Tenancy may be terminated by the Council in any of the following cases: -

By repossession after one month's notice served on the Tenant if the rent is in arrears for more than forty days.

By one months noticed served on the Tenant at any time after three months from the date of commencement of the Tenancy if the Tenant is not duly observing the rules affecting the said Allotment or any other terms or condition set out herein and on the part of the Tenant to be performed and observed.

By repossession after three months' notice in writing given by the Council to the Tenant if the whole or part of the Allotment is required for building mining or any industrial purpose or for road or sewers required relating to any of these purposes.

By repossession in the case of the whole or part of the Allotment being required by the Council for any purposes (not being the use of the land for agriculture) for which it was acquired or held by the Council or has been appropriated under any statutory provision **PROVIDED THAT** except in case of emergency the Council shall give to the Tenant not less than three months written notice of the intended repossession.

By one month's notice served on the Tenant at any time after three months from the date of commencement of the Tenancy if the Tenant resides outside the Parish

The Tenancy may be terminated by either the Council or the Tenant by twelve month's notice in writing served by either one of them at any time between 1st July and 31st March the following year.

Any notice may be served on the Tenant either personally or by letter addressed to the tenant at the last known place of abode through the post or by fixing the same in some conspicuous manner in or on the Allotment and any notice may be served on the Council by sending notice to the Clerk of the Council.

The Tenancy shall be subject to the Allotment rules made from time to time by the Council and to the Allotment Acts and to any statutory modification or re-enactment thereof from time to time in force.

All personal possessions kept on the Allotment are at the risk of the Tenant. The Council accepts no responsibility for theft or damage.

The notice board is the property of Ivinghoe Parish Council and is for the use of the Parish Council as a means of communicating with allotment holders. Allotment holders are also permitted to use the notice board for communicating between each other on allotment business only. All notices to be removed immediately after they have expired.

Children are welcome at the Allotments and we remind parents/carers they are responsible for their welfare and request that children are always supervised.

No unattended fires are permitted.

Appendix B contains Ivinghoe Parish Council Terms and Conditions for Polytunnels.

Appendix C contains Ivinghoe Parish Council Terms and Conditions for Static Wildlife Cameras.

Ivinghoe Parish Council – September 2020

IVINGHOE PARISH COUNCIL TERMS AND CONDITIONS FOR KEEPING HENS

If plot holders choose to keep hens on their plot, they must check on them twice daily, provide competent care and management and have the knowledge and skills to ensure the wellbeing of the hens.

Accommodation

This needs to provide proper shelter from the elements and, an appropriate means of exercise by the provision of a wire fenced run. A means of access to the shelter must be available to the poultry at all times, except when cleaning and disinfection is being carried out. The accommodation will require cleansing and disinfecting and all litter etc, needs to be either composted or disposed of in secure containers well within the boundaries of the plot, and where it is not required on the plot, it must be taken off site by the tenant. Nest boxes, roosting areas and perches must be properly located, and all exercise runs escape and predator proof. Feeding and watering. Water must be made available at all times by the hen keeper and all equipment kept clean and in good order. Feed should be stored in vermin proof containers. Any diet must be properly balanced for the breed and given sufficient amounts to ensure the proper wellbeing of the hens. **The risk of drinking water freezing during cold weather must be considered.**

Chickens are a social animal and need companionships and must be kept in small groups, minimum size group is two. All chickens must be able to stand, turn around and stretch their wings and have sufficient space to perch or sit down without interference from each other. They also need space to make dust baths for themselves, which helps them to clean their plumage.

Health and Welfare

As stated above all birds must be inspected twice daily. The plot holder must allow the allotment officer or other person authorised by the Council to inspect the poultry at any time. Please be aware that the average life of a hen can be eight years and that the active egg laying period is generally only for two to three years, with production of eggs reducing in the third year. The plot holder should therefore consider what they intend to do with the hens once the hens are no longer productive. The hens must be health-checked regularly, and the hen house treated for Red Mite. Any sick or injured birds must be removed immediately, and treatment provided, the cause of any disease or injury identified and remedial action taken. Any national disease prevention and/or control programmes must be adhered to (e.g. Avian Flu). Dead birds must be disposed of in accordance with the applicable provisions of the Animal By-Products Regulations 2003. Land on which birds are kept may become "fowl sick". Muddy conditions lead to ill health and discomfort. It is therefore important that the outdoor run is moved from time to time if the floor of the run is not replaced regularly.

On no account are hens to be abandoned by the plot holder

APPENDIX B

IVINGHOE PARISH COUNCIL TERMS AND CONDITIONS FOR POLYTUNNELS

Plot holders must consult and seek the approval of Ivinghoe Parish Council before erecting a polytunnel taller than 4ft on the allotment and agree to follow the rules herein.

Sizing

Any polytunnel falling under these rules should have a foot print 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 (to allow easy mowing of paths)

Type

The polytunnel must be a proprietary polytunnel from a recognised supplier (i.e. not home made). Maintenance Must be kept in a good condition (tears and damage repaired).

Storage

A Polytunnel is for cultivation not storage with the exception of any pathways the whole polytunnel should be used for cultivation.

Removal

At the end of a plot holders' tenancy the plot holders is responsible for removal of the polytunnel unless with agreement of the incoming tenant the polytunnel remains on the plot.

APPENDIX C

IVINGHOE PARISH COUNCIL TERMS AND CONDITIONS FOR STATIC WILDLIFE CAMERAS

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

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

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.

Ivinghoe Parish Council reserve the right to check that plot holders adhere to these terms and conditions.

Please sign and return one copy of these terms and conditions to Ivinghoe Parish Council.
Please note Ivinghoe Parish Council has a post box located in Ivinghoe Town Hall, High Street, Ivinghoe.

Ivinghoe Parish Council – 3rd September 2020
Signed for and on behalf of Ivinghoe Parish Council

Bridget Knight, Ivinghoe Parish Clerk

Signed by tenant: _____

Date: _____