

WARBOYS PARISH COUNCIL

**HALLGATE ALLOTMENTS, FENTON ROAD,
WARBOYS**

**AGREEMENT
AND
TERMS AND CONDITIONS OF TENANCY**

GENERAL

1. Allotment tenancies normally will be granted only to persons resident in the Parish of Warboys. In the event of a tenant moving out of the Parish, they may be required to relinquish their tenancy.
2. Save in exceptional circumstances, no person will be allowed to rent more than two allotment plots
3. The tenancy shall be only for the cultivation wholly or mainly of vegetable, soft fruit or agricultural crops. For the avoidance of doubt, fruit bearing or any other species of tree should not be planted on an allotment plot.
4. One month's notice may be given to any tenant who, after the expiration of three months from the commencement of the tenancy, fails to observe the conditions affecting the proper cultivation and maintenance of the allotment plot and surrounding area.
5. A tenant may terminate his allotment tenancy by so notifying the Parish Clerk in writing, such notice to take immediate effect subject to paragraphs 4 and 9 of these conditions).
6. An allotment tenancy shall be for a period of twelve months. Rent is due on the 1st of October in each year and shall be paid by the tenant to the Clerk to the Parish Council not less than 28 days thereafter. Rents are reviewed annually by the Council.
7. No items, whether of rubbish or otherwise, shall be placed in or at the bottom of any hedge or fence. No items shall be placed on any allotment plot which may prevent the Council from carrying out any repair or maintenance works. Any such items, whether of rubbish or otherwise, which may be left in contravention of this paragraph may be subject to removal by the Council without recompense.
8. No fences, gates or other means of access to any allotment plot shall be created without the written consent of the Council.

9. **Any tenant who fails to comply with all or any of these conditions may be subject to the termination of his tenancy by notice to quit.**
10. Any notice to be served on any tenant shall be given by posting or delivering it to his last notified address to the Parish Clerk. (Tenants are advised to notify the Clerk of any change of address.)

TENANT'S RESPONSIBILITIES

11. It is the responsibility of each allotment tenant to:-
- (a) Keep the allotment clean and in a good state of cultivation and fertility, free from noxious weeds and in accordance with the accepted rules of good husbandry;
 - (b) Not cause any nuisance or annoyance to the tenant of any other allotment, or obstruct any path or access set out for the use of allotment tenants;
 - (c) Not sublet, assign or part with the possession of the allotment plot without the prior written consent of the Council;
 - (d) Keep every hedge that forms part of or is adjacent to the allotment plot properly cut and trimmed (in conjunction with paragraph 13(a) below);
 - (e) Not erect any building on the allotment plot without the prior written consent of the Council (with the exception of those mentioned in paragraph 12 below);
 - (f) Not use barbed wire (in any form) on any fence adjoining any path set out for the use of allotment plot holders or on any boundary with any public footpath or highway;
 - (g) Not keep animals (which includes bees and chickens) on the allotment plot without the prior written consent of the Council;
 - (h) Not garage or keep any motor vehicle, trailer or caravan on an allotment plot or on any path thereof;
 - (i) Not in any way plant, cultivate or harvest any matter which it is illegal so to plant, cultivate or harvest;
 - (j) Be responsible for the proper care and maintenance but not the cultivation of any path adjoining his or her allotment plot to the middle of that path, or where there is no plot opposite the path, the whole path where it adjoins his or her plot;
 - (k) Not use in any form and by any means any chemical or compound which may cause long term or permanent damage to the soil of any plot and not in any circumstances which may cause damage to the soil or produce on any other allotment plot for however short a time;

- (l) Keep the gate to the allotment site from Fenton Road in a closed position when not in use for entry or exit by allotment holders;
- (m) Use the car parking areas provided by the Council for the parking of any motor vehicle and not the access roadways to the various plots;
- (n) Use hand held hosepipes only for the supply of water from the supply points provided by the Council and not to use sprinkler systems connected to the supply points;
- (o) Not to use hosepipes at any time when a ban on the use of hosepipes is imposed from time to time by the water supply company.

SHEDS AND OTHER STRUCTURES

12. Tenants are permitted to erect sheds and other structures on an allotment plot, subject to the following conditions:-

(a) Sheds

- (i) The maximum size of a shed that may be erected is 8' x 6' with a ridge height of 7' 6";
- (ii) The construction shall be of timber lap or similar with an apex roof of felt covering;
- (iii) If the shed is fitted with windows, these should be of styrene or similar material and not glass;
- (iv) The shed shall be brown in colour and treated with wood protector or preservative not less than every 3 years;
- (v) The roof shall be re-felted as necessary;
- (vi) No foundations should be installed below ground level but the shed can be sited on paving slabs.

(b) Greenhouses

- (i) The maximum size of a greenhouse that may be erected is 8' x 6' with a ridge height of 7' 6";
- (ii) The construction shall be a rust resistant aluminium frame with apex roof which should not be painted;
- (iii) The windows shall be of styrene or polycarbonate material and not glass;
- (iv) No foundations should be installed below ground level but the greenhouse can be sited on paving slabs.

(c) Polytunnels

- (i) The maximum size of a polytunnel shall be 3 m. x 2 m. with a ridge height of 2 m.;
- (ii) The construction shall be a rust resistant galvanised steel or aluminium frame which should not be painted;
- (iii) The polytunnel shall be made from high quality reinforced polyethylene or similar;
- (iv) No foundations shall be installed below ground level.

(d) Fruit Cages

A fruit cage may be erected for the growing of soft fruit.

(e) Other

- (i) Tenants are permitted to install compost bins or a compost heap which can be bordered with fencing, boarding or any other form of hard material;
- (ii) A seat may be installed by the tenant

(f) General

- (i) If a shed, greenhouse or polytunnel is fitted with a lock or other means of preventing entry, the Council reserves the right to enter the structure by force if necessary if there are concerns about the type of materials stored therein;
- (ii) The tenant accepts all risk of vandalism, arson and break-ins or loss of materials stolen from the structures permitted by this paragraph;
- (iii) Any structure permitted by this paragraph shall be sited so that it does not cast a shadow or block sunlight over neighbouring plots;
- (iii) An additional deposit of £25 each shall be paid to the Council for permission to erect and maintain a shed or greenhouse in accordance with this paragraph;
- (iv) The permission of the Council shall be sought in writing before the installation of a shed, greenhouse, polytunnel and fruit cage and a copy of the design and dimensions shall be supplied to the Clerk for approval at the time of application;
- (v) The shed, greenhouse or polytunnel shall be purpose built by a manufacturer and shall not under any circumstances be home built or made of recycled materials;
- (vi) The installation of a second-hand shed, greenhouse or polytunnel is permitted but the structure must otherwise comply with the conditions in this paragraph;

- (vii) Any damage to a structure permitted by this paragraph, either by vandalism or weather shall be repaired promptly by the tenant;
- (viii) At the termination of a tenancy, whether voluntarily by the tenant or by notice to quit served by the Council, the tenant shall remove each of the structures permitted by this paragraph that may have been erected, its contents and any base from the site within two weeks.;
- (ix) At the termination of a tenancy, a structure permitted by this paragraph may be sold by the outgoing tenant to an incoming tenant if the latter person's name is known at the time of the tenancy being terminated;
- (x) If a shed or greenhouse is not removed at the termination of a tenancy or sold to an incoming tenant, the deposit of £25 per structure shall be forfeited and shall be retained by the Council.
- (xi) A breach of any of the terms in this paragraph will result in a notice being served by the Council to the tenant requiring the removal of the structure or structures permitted by this paragraph, their contents and base from the plot within two weeks. Refusal to remove the structures, contents and base will be regarded as a breach of tenancy conditions and will result in notice to quit being served on the tenant to terminate the tenancy;
- (xii) No more than one shed, one greenhouse, one polytunnel and one fruit cage may be erected on each plot;
- (xiii) Upon the removal to the Council's satisfaction of a shed or greenhouse permitted by this paragraph, the Council shall return the deposit of £25 paid in accordance with this paragraph to the tenant.

COUNCIL'S RESPONSIBILITIES

13. Warboys Parish Council shall be responsible for:-
- (a) The maintenance and repair of hedges and fences bordering the allotment site including those gates and accesses properly existing at 1st January 1997 (subject to paragraph 11(d) above);
 - (b) The installation and maintenance of a proper water supply to the allotment site, although no responsibility will be accepted by the Council for the cessation of such a supply for reasons of leakage by accidental damage or other means or upon the order of any authorised water undertaking;
 - (c) For the maintenance of the main access paths sufficient for the purpose of infrequent passage for vehicles for the collection/delivery to allotment plots **but not for parking**;
 - (d) To demand of each allotment tenant on or about 1st October in each year, by the posting of a notice at the entrance to the site or such other means as in the Council's opinion may be appropriate, the amount of money due in respect of rent for each tenancy.

14. **It should be especially noted** that the Council accepts no responsibility for the loss or damage to any item (which includes any cultivated matter) on any allotment plot unless by any proven negligent action by the Council or any of its employees.
15. The Council reserves the right for any of its officers, servants or agents to enter onto any allotment for the purposes of inspecting the state of cultivation of any plot, determining the compliance with any of these conditions, or for any other purpose statutorily so authorised.
16. Any structures permitted by paragraph 12, seats, compost bins, tools, raised beds or any other form of utensil etc. shall be disposed of by the Council as it thinks fit if not removed by a tenant at the expiry of the tenancy or sold to an incoming tenant. In the first instance, these will be made available for removal by other tenants by notification to the Allotments Association and if not removed within a period prescribed in the notification, they shall be removed by the Council.

These terms and conditions were approved at a meeting of the Allotments Committee of Warboys Parish Council held on 13th February 2017. They may be subject to further revision from time to time by the Council.

I hereby agree to the above terms and conditions of tenancy for the occupation of the following plot(s) at the Hallgate Allotments, Fenton Road, Warboys:

Plot No(s)

Signed

Name in block capitals

Address

.....

E-mail address

Telephone

Witnessed by

**R Reeves,
Clerk to Warboys Parish Council, 2 Blenheim Close, Warboys. Huntingdon. Cambs.
PE28 2XF**

Dated