

Buckland Brewer Parish Council

Black Horse Allotments: Conditions of Use

This agreement sets out the terms and conditions for the use of allotment plot number ____ at the Black Horse Allotments, Buckland Brewer by _____.

These conditions are to inform and help all tenants and to assist the parish council to carry out its duties to the parish. If you have any questions, please contact the Parish Clerk.

1. The tenancy is subject to the Allotments Acts 1908 to 1950 and to the conditions of use in this agreement. The terms and conditions for the use of allotments may be subject to amendment by the Parish Council at its full council meetings, with prior consultation between the allotment and parish council representatives.
2. The allotments are provided by the Parish for the use of any resident of Buckland Brewer Parish as garden allotments only. The allotments are for domestic use only and not for commercial use.
3. The tenant may not sublet, assign, share or part with possession of all or part of the allotment to any other person or body.
4. All applications to rent an allotment must be made in writing to the Parish Clerk.
5. The tenancy of all allotments starts on the 1st day of March and will run until the last day of February each year. The terms and conditions must be signed at the commencement of a tenancy and following any amendment to the terms of use.
 - 5a A refundable allotment deposit will be payable by all tenants at the start of each tenancy.
 - 5b An additional building deposit shall also be payable at the start of a tenancy if the plot already contains a building approved in writing by the Parish Council, or at any later date when the tenant is granted permission to erect a building. Permission must be sought in writing and shall not be withheld unreasonably subject to tenants meeting condition 11 below.
 - 5c Rents and deposits must be paid to the clerk of the council at the address below, on or before the due date. An application may be made to the Parish Clerk to pay rents and deposits over a period of no more than 3 months in cases of hardship.
 - 5d Allotment deposits will be refunded within 3 months of the end of a tenancy subject to allotments being left in a tidy state and free of rubbish.
 - 5e Building deposits will be refunded within 3 months of the end of a tenancy subject to the building being completely and tidily removed

or on written evidence that the building is to be transferred to an incoming tenant.

- 5f In the event that the allotment and/or building are not left in a tidy state or not removed to the satisfaction of the Parish Council the tenant will be informed within 3 months of the end of the tenancy and one or both of the deposits will be retained as a contribution towards the cost of site maintenance/removals as appropriate.
6. Allotment rents and deposits are reviewed annually by the Parish Council and may be subject to change. A period of 12 months' notice of any change is mandatory.
7. Termination
The tenant may relinquish the allotment after giving the Parish Council three [*one*] months' notice.
The Parish Council may terminate allotment tenancies in any one of the following ways:
- i. Twelve months' written notice to quit. The period of notice must not expire between 6th April and 29th September.
 - ii. 28 days' written notice to quit if the tenant is in breach of these conditions, a further 28 days written notice and a final written 7 days notice if the breach is not corrected.
 - iii. Three months' written notice to quit if the tenant goes to reside more than one mile outside the parish.
 - iv. One month's written notice to quit if the rent is in arrears for 40 days.
 - v. Automatically on the last day of February following the death of the tenant.
 - vi. Immediate written notice to quit if the tenant has placed the Council in jeopardy.
8. The allotments are normally rented at one per household, this may be subject to alteration if there are spare allotments, on the understanding that the tenant will vacate any extra allotments at the end of February after being given 12 months' notice in writing by the Parish Council. The council is prepared to rent half an allotment to a tenant, if available and under the same conditions.
9. The Parish Council expect all tenants to keep their allotments in a tidy and good condition (e.g. rubbish free) and to carry out routine maintenance and trimming of the dividing paths, boundary hedges (with both the football pitch and the playing field) and access track. The access track is nine feet (2.74 metres) wide and is for the use of all tenants to carry out seasonal work on individual plots and not for regular vehicular movements.
10. The keeping of any type of livestock on the allotments must be approved by the Parish Council. Any tenant wishing to keep livestock must make a written request to the Parish Clerk. The Allotment Act of 1950 only permits the keeping of hens (not cockerels) and rabbits, no other livestock.
11. Any building or structure must have written permission from the Parish Council before it is installed on the allotments. The council will only allow one temporary building that is of a wooden construction per allotment with a

maximum size of eight [six] feet by four feet (2.4 [1.8] metres x 1.2 metres). This condition may be subject to amendment by the Parish council if two tenants on shared allotments wish to share one building, or if a request for a different size is submitted. Only one shed per tenant is allowed, unless an agreement with the Parish Council changes this condition. As from 11 March 2009 the Parish Council has agreed to allow greenhouses on the allotments, of a size, type and construction agreed, after a request in writing has been submitted and approved. The preferred construction is:

6 feet x 4 feet (1.8m x 1.2m)

No glass, only solid plastic glazing sheets

Permanent or cast-in-situ foundations are not to be used. Sheds may only be supported on temporary bricks, blocks or slabs. Sheds and greenhouses are to be maintained in good order by the tenant. Unless the incoming tenant wishes to retain the structures, they are to be removed by the tenant at the time the tenant relinquishes the allotment (i.e. at the end of the tenancy). With effect from 24th September 2014, sheds and greenhouses may only be erected along the north edge of the allotments (nearest to the hedge boundary with the football pitch).

12. Any shed, greenhouse, equipment or tools kept on the allotments are left at the tenant's own risk. The Parish Council cannot accept any responsibility for loss or damage incurred. The Parish Council suggests that tenants check their own household insurance before leaving anything on the allotment.
13. In the event that this plot is let to a tenant who already rents one or more plots at the Black Horse Allotments, or who lives outside the parish boundary, the Parish Council reserves the right to terminate this agreement in order to offer it to a resident of the parish who does not already rent another plot. In these circumstances, the final termination date will be negotiated with the tenant with due regard to the growing season so that the tenant can obtain reasonable benefit from any crops already sown. The termination date would not normally be expected to be later than the last day of February following the notice of termination.
14. The Parish Council, or its representatives, reserve the right to inspect the allotments in accordance with Council's Standing Orders.
15. The tenants are asked to read these conditions and to sign to say that the tenant agrees to abide by these rules. Under the Data Protection Act the Parish Council is required to advise you that your name, address and details of rent paid, will be held by the Clerk on computer. It will be processed by the Council for the purposes of administering the allotments only.

Dated: _____

I *[tenant's name]* _____

Of *[tenant's address]* _____

_____ agree to abide by these conditions

Tenant's signature: _____

Signed on behalf of the Parish Council: _____

Patrick Blossie (Parish Clerk)

Buckland Brewer Parish Council

Black Horse Allotments: Rent and Deposits

Allotment number: _____ [Full plot / half plot] [*delete as applicable*]

Date Tenancy Starts: _____

Yearly allotment rent: **£_15.00_** [£10.00] (*Half plots: £10.00 [£6.00]*)

Allotment Deposit: £_25.00_

Building Deposit: [*delete if not applicable*]

Shed: £_75.00_

Greenhouse: £_75.00_

Total due at start of tenancy: _____

Please make payment for allotments to 'Buckland Brewer Parish Council'

Patrick Blossie
Clerk, Buckland Brewer Parish Council
Catsborough Cottage
Catsborough Cross
Monkleigh
Devon
EX39 5LE