

Tenancy Agreement Handbook

Between Great Linford Parish Council and Individual Tenants

Updated 2017



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Glossary

Allotment	is the allotment site where your allotment garden is
Allotment garden	is the plot that you have been allocated by the parish council
Landlord/Landowner	Great Linford Parish Council

Allotment Garden Rules – defined in conjunction with Tenancy Agreement as Terms and Conditions

The tenancy rules are subject to the Allotment Acts 1908 to 1950 and the Regulations endorsed in this agreement and also to the following conditions:

1. Allocation of vacant Allotment Gardens.

- a. Vacant Allotment Gardens will be offered to residents of Great Linford Parish only, who are on the waiting list kept by the Landowner.
- b. A proportion of Vacant Allotment Gardens at Sandy Close will be offered to residents of Oakridge Park as per the S106 agreement which provided funding for the creation of this allotment site.
- c. When an Allotment Garden falls vacant because of a Tenant's death, if it can be shown that a member of the Tenant's immediate family has been jointly cultivating the Allotment Garden for a period of time and wishes to take on the Tenancy it will be offered to them.

2. Assignment

- a. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Landowner (this shall not prohibit another person, authorised by the Tenant, from cultivation of the Allotment Garden for short periods of time when the Tenant is incapacitated by illness or is on holiday).
- b. The Landowner may order any person wrongly allowed onto the site in breach of the rules to leave immediately.
- c. The Landowner may take action for breach of their Tenancy Agreement against any Tenant who the Landowner reasonably believes was responsible for allowing any person to be on the site who contravenes any of the Tenancy Agreement.

3. Allotment Association Membership

- a. In order to promote greater ownership and responsibility on the Allotment Garden, the Landholder believes it is advantageous for the Tenant to become a member of the Allotment Association/Society.

4. Rent

- a. The annual rent is due for payment by the Tenant on the first of April each year.
- b. If the rental remains unpaid for a period of not less than 40 days from 1st April, the Allotment Garden shall be considered vacant and be let to the next person on the waiting list.
- c. 12 months notice of rent increase will be given by the Landowner included in the renewal notice of March of the preceding year to take effect the following year. *(i.e. notice in March 2014 for an increase to take effect in April 2015)*
- d. Where additional amenities are provided on the Allotment Gardens by the Landowner these will be taken into account when settling the following year's rental.
- e. Rent is initially calculated pro-rata from the start date of the Tenancy until the end of the year.
The minimum pro-rata rate is equivalent to 6 months' rent.

- f. A one off charge is made payable towards the replacement of the combination lock. The charge will depend on the lock prices at the time. As an example in 2015 the charge is £4. For Bells Meadows there is a deposit charge for the keys. This is payable on allocation of an Allotment Garden
- g. A one off admin fee is payable by the Tenant on allocation of an Allotment Garden.
- h. Tenants experiencing difficulties should contact the Landowner. Any change in Tenant's circumstances, that may affect rental, must be communicated immediately to the Landowner.

5. Cultivation and use of Allotment Gardens.

- a. The Tenant shall use the plot as an Allotment Garden (that is to say wholly or mainly for the production of vegetable, fruit flower crops for consumption or enjoyment by the Tenant and his/her family).
- b. The Tenant may not carry on any trade or business from the Allotment Garden (a **small amount** of surplus produce may be sold as an ancillary to the provision of crops for family).
- c. The maximum area for hard landscaping e.g. patio, internal paths etc is 20%.
- d. The Tenant shall not enter onto any other Allotment Garden at any time without the express permission of that Tenant.
- e. The Tenant has full responsibility for the actions of children and others entering the Allotment Garden with his/her permission.
- f. The Tenant shall not without the written consent of the Landowner cut or prune any timber or other trees, apart from recognised pruning practice of fruit trees, or take, sell or carry away any mineral, gravel, sand, earth or clay.
- g. Allotment garden plot numbers must be displayed on the marker posts supplied by the Landowner and staked firmly in the left hand corner of the Allotment Garden.
- h. The Tenant shall not use any barbed or razor wire for a fence adjoining any path set out by the Landowner for the use of the occupiers of the Allotment Gardens.
- i. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any 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 Garden or on any vacant Allotment Garden or on adjoining land, car park or riding.
- j. Public paths and haulage ways (ridings) must be kept clear at all times.
- k. The Tenant shall not plant any trees other than dwarf fruiting trees and/or fruiting bushes without the prior consent of the Landowner. Trees must be kept to a maximum height of eight feet and be pruned at least once a year.
- l. Tenants must not remove crops, produce, implements or other equipment from another Tenant's Allotment Garden without their express permission. This will be deemed as theft and may result in termination of the Tenancy Agreement.

- m. The Landowner would not normally allow a Tenant to have more than one Allotment Garden where a waiting list for an Allotment Garden exists. Allocation of an Allotment Garden is solely at the discretion of the Landowner.
- n. Tenants shall act in a manner so as not to cause a nuisance or annoyance to the local community, occupants of adjoining properties, or any other Tenant. Specifically, the playing of loud music is not allowed and Tenants wishing to 'work and listen' must use personal listening devices only (iPods etc). Such devices can make users unaware of their surroundings; users should be aware of this risk for their own, and others safety.
- o. Tenants shall not create any additional access to the Allotment Garden from adjoining properties.
- p. Tenants shall observe and perform any other special conditions, which the Landowner consider necessary to preserve the Allotment Garden from deterioration and of which, notice to applicants for the Allotment Garden is given in accordance with these rules.
- q. Tenants shall take proper precautions when using chemical sprays or fertilisers to prevent contamination of the soil.
- r. Tenants shall not drive motor vehicles on the main ridings other than for delivery of manure, compost or other fertilisers and collection of produce.
- s. Tenants shall not use chainsaws without written permission of the Landowner.

6. Expected Standard of Cultivation

- a. 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 after 12 months and thereafter.
- b. The Tenant shall keep every hedge that forms part of the boundary of his/her allotment Garden properly cut and trimmed. All pathways between Allotment Gardens trimmed and well maintained up to the nearest half width by each adjoining Tenant. Keep all ditches properly cleaned and maintained and keep in repair any other fences and any other gates or sheds on his/her Allotment Garden.
- c. Weeds and seed heads shall be removed so as not to disperse on to other plots.
- d. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- e. All **non-compostable** waste to be removed from the Allotment Garden by the Tenant.
- f. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

7. Eviction for Non-Cultivation

- a. The Landlord will from time to time review the cultivation of Allotment Gardens.
- b. If an Allotment Garden is deemed to be under-cultivated (please refer to Rule 6) the following procedure will be followed, giving the tenant 28 days to bring the plot back into cultivation:

(1) Letter A. Will be sent to the tenant.

Letter A explains that the tenancy agreement will be terminated unless:

- The tenant takes immediate action to ensure the plot is cultivated to the required standard and in any event not later than 28 days from receiving the letter

Or

- If there are mitigating circumstances which have prevented the tenant complying with Rule 5.c. the tenant must advise the landowner in writing within 14 days of receiving the letter.

(2) If after 14 days, no improvement has been seen in the condition of the plot and no response to Letter A has been received, **Letter B** will be sent to the Tenant.

Letter B is a reminder to the tenant, that the Tenancy Agreement will be terminated on the date specified in Letter A, unless:

- The necessary improvements are made to comply with the conditions of cultivation and use by the date specified in Letter A

Or

- The tenant contacts the landowner within 7 days of receiving letter B to explain why they have not been able to comply with the requirements of letter A.

(3) Following the expiry of the termination date advised in letters A and B, unless:

- the landowner has received a satisfactory explanation for the non-cultivation

Or

- the necessary improvements have been carried out to the landowner's satisfaction

Letter C will be issued to the Tenant.

Letter C confirms that the tenancy agreement has been terminated and that all items of personal property must be removed from the plot within 7 days.

- c. **In all matters relating to Breach of Tenancy Conditions, the Landlord shall be the final arbiter regarding the validity of any mitigating circumstances put forward by tenants. The landowner's decision shall be final, in deciding if an extension of time for complying with the above conditions shall be allowed, or if the tenancy shall be terminated on the date specified, as per the procedure above. Tenancy may be terminated for non-cultivation reasons.**

8. Security

- a. Where access to the Allotment Garden is a combination padlock. This number will be changed periodically. Where it is by key this will be changed only as and when required.
- b. The main access gate shall be closed and locked at all times (for the protection of lone Tenants and prevention of unauthorised visitors). Tenants **must** ensure that the gate is locked after they enter and leave the site at all times.

9. Landowner's Agent

- a. Tenants must comply with any directions given by an Agent directed to do so by the Landowner.

10. Inspection

- a. An Agent, if so directed by the Landowner, may enter onto the site for inspection of Allotment Gardens. Full access must be given to sheds, greenhouses and poly-tunnels by the Tenant, within reason, at a mutually agreed time.

11. Water/Hoses/Bonfires

- a. The Tenant shall practice sensible water conservation, utilise **covered** water butts on sheds and other buildings and consider mulching as a water conservation practice.
- b. The Tenant shall not use water from any of the water points on the Allotment Garden for car washing or for any other purposes other than for irrigation of the Allotment Garden.
- c. The Tenant shall have consideration for other Tenants when extracting water from water points provided by the Landowner at all times. **No hoses are to be used at any time.**
- d. The burning of materials is **not allowed** on the Allotment Gardens. Bonfires and garden incinerators are **not allowed**. The policy is to remove non compostable items from the Allotment Garden and compost all other items.

12. Conduct

- a. The Tenant must not cause any nuisance to other Tenants or neighbouring residents of the Allotment Garden and must conduct themselves appropriately at all times.
- b. 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.

13. Livestock/ Dogs/Honeybees

- a. The Tenant shall not bring or cause to be brought onto the Allotment Garden any dog unless it is held **at all times** on a leash, and remains on the Tenant's plot only. Any faeces are to be removed and disposed of offsite by the Tenant.
- b. The Tenant shall not keep any livestock on the Allotment Garden (except chickens and rabbits to the extent permitted by the Allotments Act 1950 section 12) without the prior written consent of the Landowner. **Cockerels are not permitted.**

- i. Guidelines for the keeping of chickens forming part of the Tenancy Agreement are defined in Appendix 1
- c. Livestock must be kept so that they are not prejudicial to health or a nuisance.
- d. Honeybees. On any Allotment Garden site only one Tenant beekeeper with a maximum of two hives will be allowed.
 - i. Guidelines for the keeping of honeybees forming part of the Tenancy Agreement are defined in Appendix 2. **All Tenants should read the notes relating to honeybees.**

14. Buildings and Structures

- a. Erection of any building structure must be done so in writing to the Landowner. Written consent must be given by the Landlord before the Tenant erects any building on the Allotment Garden. Consent shall not be refused under this clause to the erection of any building reasonably necessary for the purpose of keeping livestock (chickens or rabbits) or be unreasonably withheld to the erection of a garden shed, greenhouse or poly-tunnel provided written consent is provided and size of the buildings are as below.
- b. Permission for a proprietary greenhouse or poly-tunnel is granted on the understanding that the structure be completely removed from the Allotment Garden by the Tenant on termination of the Tenancy. With the written agreement of the Landowner sheds may be left on the Allotment Garden for the next Tenant.
- c. Maximum permitted size for a shed is 6' x 7'. The maximum size for a greenhouse or a poly-tunnel is 10' x 8'. The Landowner is not responsible for such buildings. Should a shed or poly-tunnel be erected without permission, the Landowner reserves the right to remove this structure from the Allotment Garden. Use of concrete is not permitted on the Allotment Garden.
- d. The Tenant shall keep all sheds, greenhouses, poly-tunnels and other structures in good repair, to the satisfaction of the Landowner, and failing to do so after a warning may result in an order by the Landowner to remove the structure.
- e. The storage of oil fuel lubricants or other inflammable liquids shall not be stored in any shed except in an approved container maximum of 5 litres for use in garden equipment only.
- f. The Landowner will not be held responsible for loss by accident, fire, theft or damage of any tools or contents in a shed, greenhouse or poly-tunnel.

15. Chemicals to control pests, diseases and vermin

- a. Only products available from retail outlets such as Garden Centres and DIY Stores for home/garden use, should be used for the control of pests, diseases or vegetation, provided that the application shall not be detrimental to the cultivation of nearby Allotment Gardens or cause annoyance to adjacent Tenants.
- b. The use and storage of chemicals must be in compliance with the Control of Pesticide Regulations 1986 (as amended 1997) and the Control of Substances Hazardous to Health Regulations (2002) available information from the Landowner.
- c. Any incidence of vermin (rats) on the site must be reported to the Landowner. This will be investigated in cooperation with Milton Keynes Council.

16. Safety

- a. All Tenants are responsible for their own safety and for the safe keeping of their own personal possessions. Tenants bringing family or friends onto the Allotment Garden are responsible for their safety and must ensure that they observe the rules contained in the Allotment Terms and Conditions. Parents/guardians must ensure that children remain on the Tenant's Allotment Garden for the duration of the stay and accompanied by an adult at all times.
- b. All Tenants should ensure that their tetanus vaccinations are up-to-date before working on an Allotment Gardens. Please be aware of the following potential hazards:
 - i. Water butts and water troughs
 - ii. Stinging insects (wasps, bees)
 - iii. Power tools and gardening implements
 - iv. Risk of infection from organic manure and livestock
 - v. Storage and use of toxic or flammable chemicals (pesticides/herbicides, etc)
 - vi. Broken glass
 - vii. Specific local hazards from rats (Weil's Disease or Leptospirosis)
 - viii. Stinging/poisonous plants (nettles, deadly nightshade, toadstools).

17. Noticeboards

- a. The Landowner shall provide marker posts to indicate the number of the Allotment Gardens.
- b. The Tenant will endeavour to maintain the marker post provided by the Landowner in good order and to ensure it is visible at all times.
- c. The Tenant shall not erect any notice or advertisement on the Allotment Garden without prior consent of the Landowner.
- d. The site notice board shall be utilised for information for Tenants from the Landowner and Allotment Association only.

18. Car Parking

- a. Only Tenants or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking and not obstruct the haulage way at any time. Nor shall they obstruct the public highway or any residential parking bays.

19. Disputes

- a. Disputes between Tenants will be referred to the Landowner for due process and the decision of the Landowner will be binding on all Tenants involved in the disputes.

20. Tenancy Sharing

- a. Permission to share an Allotment Garden with a group of people must firstly be discussed with the Landowner. The Principal Tenant of the group will sign two copies of the Acceptance letter agreeing responsibility for the Allotment Garden and the group. Each member of the group will also be required to provide their details and sign to agree to work the Allotment Garden according to the Allotment Tenancy Terms and Conditions. Should the Principal Tenant move away or wish to appoint another member of the group to take over, they should contact the Landowner immediately. Should any one person in the group break the Tenancy Agreement,

the whole group will be held responsible and termination rules will be applied. The group will be responsible for clearance of the Allotment Garden and the Principal Tenant will be responsible for the return of the Allotment Garden keys.

21. Termination of Tenancy

- a. The Tenancy of the Allotment Garden shall terminate on the yearly Rental Day after the death of the Tenant.
- b. The Tenancy shall terminate whenever the Tenancy or right of occupation of the Tenant terminates.
 - i. Under the Statutory Provision 12 months notice, expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year.
 - ii. By the Tenant giving the Landowner 28 day's written notice.
 - iii. It may also be terminated by the Landowner without prejudice to any right of the Landowner to claim damages for any breach of the tenancy rules or to recover any rent due but remaining unpaid. By 28 days written notice to quit (following the process defined in 7 – Eviction for Cultivation)
 - If the rent is in arrears for not less than 40 days OR
 - If the Tenant is not duly observing the conditions of his/her Tenancy OR
 - If the Tenant becomes bankrupt or compounds with his/her creditors.
- c. In the event of the termination of the Tenancy the Tenant shall return to the Landowner any property (keys, etc) made available to them during the Tenancy and shall leave the Allotment Garden in a clean and tidy condition. If in the opinion of the Landowner the Allotment Garden has not been left in a satisfactory condition, any work carried out by the Landowner to return the Allotment Garden to a satisfactory condition shall be charged to the outgoing Tenant (Allotments Act 1950 s.34).

22. Compensation

- a. In the event of the disposal of Allotment Gardens by the Landowner for any reason then compensation will be payable to the outgoing Tenant for crops or improvements on account of the Allotment Garden being reacquired. (Allotment Act 1922 s.10).

23. Change of address

- a. Tenants must immediately inform the Landowner of any change of address.

24. Notices to be served by the Landowner may be

- a. Sent to the Tenant's last known address by post or hand delivered
- b. Sent via email if the Tenant has previously consented to this communication
- c. Served on the Tenant personally.

25. Notices to the Landowner should be sent to: -

The Parish Manager
Great Linford Parish Council, Great Linford House
1 St Leger Court
Great Linford, Milton Keynes, MK14 5DY

Appendix 1 Guidelines for keeping domestic chickens on Allotments Gardens

A Tenant can keep a minimum of 2 and a maximum of 4 domestic chickens/bantams **[hereinafter called chickens]** on an Allotment Garden owned by the Landowner as long as the following rules and guidelines are complied with.

1. Basic Conditions

- a. The Tenant must notify the Landowner, in writing, of his/he intention to keep chickens.
- b. The Tenant must ensure that the chickens do not cause a nuisance to local residents or other Tenants. They should be located at the furthest place possible from a neighbouring resident's property. **Cockerels may NOT be kept on Allotment Gardens.**
- c. The accommodation for the chickens must be secure and maintained in good condition. It should be as large as possible but must meet the minimum guidelines shown below.
- d. The area around the chicken-house and chicken-run must be maintained and so that it does not attract rodents.
- e. Feed must be stored in vermin proof containers.
- f. The chickens must be kept in good health and the Landowner reserves the right to inspect them and arrange veterinary treatment if the Landowner believes there to be a welfare issue. The cost of any treatment will be charged to the Tenant.
- g. The Tenant **must** inform the Landowner of any serious, long term or contagious health problem and the steps being taken to counteract the problem.
- h. The Tenant will be responsible for the disposal of any dead chickens in accordance with current legislation.

2. General welfare guidelines.

- a. Chickens must be kept in groups of at least 2 for companionship purposes.
- b. The Tenant must ensure that they are checked at least once a day by a competent person.
- c. They must have continuous and plentiful access to suitable feed and water.
- d. They must have access to grit to aid digestion.
- e. The Tenant must provide both a chicken-house and an outdoor chicken-run that allows the chicken's freedom of movement and the opportunity to exhibit normal behaviour, i.e. there must be adequate space to turn around without difficulty to groom themselves, to move around, to stretch their legs, body and wings, to take dust baths and to rest undisturbed.
- f. The chickens should have continuous daytime access to the outdoor runs.
- g. Clean and dry bedding material must be provided on a regular basis.
- h. The chicken-house and chicken-runs should be thoroughly cleaned at least once a week, preferably more often. Deep littering systems may **NOT** be used.
- i. Chickens kept on the same land for more than a month will need regular worming.
- j. Land on which chickens are kept for prolonged periods may become "fowl sick" which will prejudice the health of the chickens.

3. Guidelines for the provision of housing.

- a. The chicken-house should be a fully enclosed shelter that provides:
 - i. Protection from predators.
 - ii. At least 3 square feet (0.28 m²) of floor space per chicken.
 - iii. A draught free environment but with adequate ventilation.
 - iv. Warmth in the colder months and shade during the summer.
 - v. Perches and roosting areas which are easily accessible to the chickens.
 - vi. An adequate number of nesting boxes.
- b. The chicken-run should provide:
 - i. Protection from predators.
 - ii. At least 4 square feet (0.38m²) of floor space per chicken.
 - iii. A surface that allows the chickens to take dust baths.
- c. Chicken-runs should be moved on a regular basis to avoid muddy or fowl sick conditions.

Appendix 2. Guidelines for keeping honeybees on Allotments Gardens

The Landowner will permit a Tenant to keep two hives of honeybees on an Allotment Garden owned by the Landowner as long as the following rules and guidelines are complied with.

1. Basic Conditions

- a. The Tenant must notify the Landowner and all other Tenants on the Allotment Gardens, in writing, of his/her intent to keep honeybees and must receive the written permission from the Landowner before bringing honeybees onto the Allotment Garden.
- b. The Tenant beekeeper must be, or become, a member of the British Bee Keepers' Association.
- c. The Tenant beekeeper must have his/her own Public Liability insurance.
- d. It is essential that the Tenant beekeeper nominate a suitably trained alternative beekeeper to be available in case an emergency arises when honeybees are being handled, whether in a swarm or not. **Contact details must be posted on the Allotment Garden notice board.**
- e. The hive/s should be so sited that only the Tenant beekeeper can approach it or them. *(Bees operate on instinct, individual and shared. Should a hive be approached by any person not used to the ways of bees, the bees will attack and will sting, in defence of the hive.)*
- f. The site of the hive must be agreed with the Landowner in advance of a hive being brought to the Allotment Garden and be located so that honeybees are forced to fly above head height when leaving the hive to forage.
- g. Other Tenants must be made aware that honeybees may swarm. *(Swarming is essential behaviour for social creatures such as honeybees; and may indeed be an essential part of reproduction.)*

2. Notes for all Allotment Garden Tenants

- a. A swarm is not in itself dangerous, unless it is disturbed. Honeybees in a swarm have no 'home' to defend and hence are unlikely to attack and sting. If the swarm is left un-disturbed for about an hour, the swarmed honeybees should be placid enough to be 'bagged off' by an experienced beekeeper and placed in an empty hive. On no account should any person other than an experienced beekeeper try to take a swarm, whether the swarmed honeybees are placid or not.
- b. Honeybees do not like leather, so it is as well not to wear a wristwatch with a leather strap or leather belt when close to honeybees.
- c. Honeybees don't like fur.
- d. Honeybees do not like the smell of alcohol, especially on a person's skin. It is probably advisable not to wear scent, or cologne.
- e. If honeybees come close provided the subject of interest keeps still, **and doesn't flap at the honeybee**, it will quickly lose interest. Should a honeybee persist, the object of its interest should move **slowly** towards shade, or a hedge or tree. Quick movements invite a sting.
- f. Honeybee stings are acidic in nature *(as opposed to wasp and hornet stings, which are alkaline)*, so a stung area can't be treated with a mild alkali, such as bicarbonate of soda, or borax.