

BERRYFIELDS PARISH COUNCIL

Roman Park Hall, Sir Henry Lee Crescent, Aylesbury HP18 0YT

Telephone: 01296 925750 | Email: clerk@berryfieldspc.org



ALLOTMENT POLICY

1. OBJECTIVES OF THE POLICY

- 1.1 Berryfields Parish Council is seeking to ensure it is adopting a clear, measurable, and sympathetic approach to the management of its facilities, including allotments, which will take account of the sometimes-contrasting needs of a variety of facility users.
- 1.2 The Council through the policy will endeavour to always offer the highest standard of service in undertaking its management and regulatory responsibility.
- 1.3 Any complaints relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure.

2. ALLOTMENT PLOT ALLOCATION AND FINANCIAL MANAGEMENT

- 2.1 All allotment holders will be issued with a legally binding tenancy agreement, which is subject to the terms of the Allotment Act 1950, within 7 days of taking on the allotment.
- 2.2 The Parish Clerk will maintain a register of allotment holders which includes name, address, telephone numbers and email addresses.
- 2.3 The Parish Clerk will maintain an in-parish waiting list.
- 2.4 At the start of the tenancy a photo of the allotment garden will be taken by the allotment officer, and the condition agreed with the incoming tenant.
- 2.5 An annual allotment rental fee will be invoiced by the Council and shall be paid on 1 April each year by the tenant to the Council by bank transfer via BACS.
- 2.6 Prior to the start of a new Tenancy Agreement, in addition to the annual allotment fee, the new tenant will be expected to pay a refundable allotment deposit of £50, which will be invoiced accordingly.
- 2.7 At the end of the tenancy, the deposit will be withheld if the allotment garden is overgrown, requiring the Council to hire external services to clear the land ahead of new tenants.
- 2.8 At the end of the tenancy, the deposit will be withheld if the allotment garden does not meet the standard set by the Tenancy Agreement, and contains for example any rubbish, tyres, debris, unauthorised vehicles or parts thereof, unauthorised storage, unauthorised structures, derelict sheds, derelict cabins, derelict greenhouses and the like, which the Council will have to pay to remove.
- 2.9 If the Council intends to withhold repayment of the deposit, the Tenant will be informed in writing, together with an explanation of the reason for this. The Tenant will be given notice that they have one month in which to remediate the plot, or their deposit will be forfeited in whole or part. The Tenant will have right of appeal through the Council's complaints procedure.
- 2.10 The balance of the deposit, if any, will be repaid to the tenant once the cost of remediation has been deducted from the deposit.
- 2.11 If the Council serves a notice to quit on any tenant having paid the allotment deposit, paragraphs 2.4 and 2.10 will apply.

- 2.12 In respect of paragraphs 2.7 and 2.7, additional costs incurred by the Council over and above the £50 deposit fee paid, may be recharged to the Tenant.
- 2.13 The Council may terminate the tenancy after one month's notice in writing due to the following:
- a) rent is in arrears and has not been paid within 40 days of issue of the invoice
 - b) the tenant no longer lives within Berryfields Parish
 - c) the tenant is not duly observing the rules within the Tenancy Agreement
- 2.14 The tenant may terminate the tenancy by the giving of two months' notice in any tenancy year.

3. ALLOTMENT FACILITIES

- 3.1 The Parish Council provides free access to water through mains taps, though it is not obliged to do so. Users must ensure the taps are turned off after use.
- 3.2 Excessive water consumption, as outlined in paragraph 3.1, may lead to additional charges being applied to the annual tenancy fee.
- 3.3 The Council is not obliged to provide sheds or storage facilities for tools and equipment. Paragraph 4.1(j) may apply.
- 3.4 In respect of paragraph 3.3, the Council reserves the right to remove any Council owned structure if it is deemed unsafe or unfit for use, without obligation to provide a replacement.

4. ALLOTMENT RULES AND REGULATIONS

- 4.1 During the tenancy, the tenant shall:
- a) reside within Berryfields Parish
 - b) use the plot as an allotment garden only, for the cultivation of fruit, vegetables and flowers for use and consumption by the Tenant and his/her family, and for no other purpose
 - c) not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the allotment garden
 - d) keep the allotment garden in good condition, clean and free from weeds, and in a good state of fertility and cultivation
 - e) not cause a nuisance or annoyance to the occupiers of another allotment garden
 - f) not keep livestock or poultry in the allotment garden without written permission from the Parish Council
 - g) not bring to or keep animals in the allotment garden
 - h) not use or keep tyres anywhere on the allotment site or in the allotment garden
 - i) not assign, sub-let or part with the allotment garden or any part thereof
 - j) not erect a shed, greenhouse or other building or structure on the allotment garden without first obtaining the Council's written consent; all such structures must match the Council's approved design
 - k) not fence the allotment garden without first obtaining the Council's written consent

- l) maintain and keep in repair the fences, paths and gates forming part of the boundary of their allotment garden
- m) trim and keep in decent order all hedges forming part of the allotment garden
- n) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission
- o) not cut, lop or fell any tree growing on the allotment garden without first obtaining the Council's written consent and if appropriate, planning permission
- p) be responsible for ensuring that any person present in the allotment garden with or without the Tenant's permission does not suffer personal injury or damage to their property
- q) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents
- r) not obstruct or permit the obstruction of any road or path set out by the Council which provides a means of access to and from the allotment gardens or the allotment plot of another tenant
- s) not bring vehicles onto the allotment garden, grassed roadway, or paths between November and March, or when the ground is waterlogged, to prevent damage. Roadside parking is available.
- t) Not bring vehicles onto the allotment entrance to offload equipment/soil etc, without prior agreement of the Parish Council.

4.2 Please note that we reserve the right to amend the terms and conditions of the tenancy agreement at any time, with prior notice to the tenant.