



The Patch Allotment Association

## **Allotment tenancy terms and conditions**

### **A. General Conditions**

#### **1. Introduction**

The allotments are the site known as 'The Patch Allotments' (The Patch) situated on Newport Road, Woughton-On-The-Green Milton Keynes, MK6 3BS. The Patch is the property of Old Woughton Parish Council (OWPC), which term shall include any working party, committee or allotment manager appointed by OWPC under the Allotments Act of 1908 to 1950 and local Government Act 1972.

The Patch Allotments are managed by the Patch Allotments Association (PAA) by a Devolved Management agreement of 2018.

All tenants (and visitors brought on the site as a guest of the tenant) shall comply with these Terms and Conditions.

#### **2. Eligibility**

Allotments may be let at the discretion of the PAA to any applicant residing within the jurisdiction of Milton Keynes Council throughout their tenancy. In the case of there being more than one applicant for an allotment garden, preference will be given to residents of OWPC and then to residents outside the parish boundary, in order of the waiting list.

#### **3. Rent**

The tenancy year shall run from 1<sup>st</sup> October to 30<sup>th</sup> September and the tenant shall pay a yearly rent due by the first day of the allotment year. The basis on which rentals are calculated may rise between zero and five per cent per annum, all concessions are by nature discretionary. New tenants enrolling after 30<sup>th</sup> October shall pay a rent pro-rata to the annual rent, as notified in writing by the PAA to the tenant, but normally calculated from the first day of the month in which they enrol. Once paid, rent monies are not refundable.

**Tenants are deemed to have accepted these Terms and Conditions each year on payment of the due rent.**

#### **4. Key access and Plot Condition.**

Tenants are required to pay a deposit of £20 for the key to the allotment gates with which they are issued. All keys remain the property of the PAA and must be returned to them on termination of the tenancy. New tenants to a plot will also be charged a £20 plot deposit. Key and plot deposits are refundable on return of the key following termination or surrender of the tenancy **provided the plot is vacated in what the committee decides is a good useable condition.** Loss of a key must be reported to the PAA immediately, and replacement keys are also subject to a £20 deposit.

#### **5. Patch Allotment Association**

The Patch Allotment Association (PAA) is affiliated to the National Society of Allotment & Leisure Gardeners and has an elected committee. Tenants may stand for election to the committee at the Annual General Meeting.

## 6. Service of notices

Any notice may be served on the tenant either personally, by email or by mailing it to, the tenant's last known place of abode.

## 7. Disputes

Should any dispute arise between allotment tenants, or outgoing and incoming tenants, or matters not provided for in these rules, it shall be referred to the PAA committee whose decision shall be final.

## 8. Power to inspect Allotment Gardens

Any member of the PAA Committee is entitled at any time to enter and inspect any plot.

## 9. Change of Address

Tenants shall give written notice of any change of address to the PAA within 28 days of such change. Failure to do so may result in the termination of tenancy in the event that a rent notice cannot be served.

## B. Specific Conditions

### 1. Plot cultivation

- a) A minimum of 75% of each plot should be given over to vegetables, fruit and flowers. This should be accomplished within twelve months of taking on a tenancy and there should be evidence of cultivation within two months of taking on a plot.
- b) **The tenant shall act to minimise weed growth and maintain the plot in a good, fertile and well cultivated condition.**
- c) Only dwarf-standard or cordon fruit trees may be planted on the allotment gardens and then not within 1 metre of the allotment boundary. Any other trees are not permitted. Soft fruit bushes may be planted but also not within one metre of such boundary.

### 2. Plot Structures

- a) The Tenant may erect sheds, poly-tunnels and greenhouses on their plot providing that the 75% cultivation rule is adhered to. All structures must be kept in good repair to the satisfaction of the PAA, failure to do so after a warning may result in an order from the PAA to remove the structure.
- b) Prior permission must be obtained from the PAA if it is intended to erect a shed larger than 8 feet (2.4 metres) by 8 feet. No structure shall exceed 7 feet (2.1 metre) in height.
- c) Any shed/building base or brick/slab path must be laid on sand or other such temporary foundation. **No aggregate, concrete or permanent (cemented) brick/slab ground-works are permitted.**
- d) All buildings shall be at the owner's risk regarding damage, theft and loss of contents.
- e) All hard fencing must be removed from around plots, only netting is permitted and this must be no higher than 1 metre and at least six inches inside the plot boundary to allow ease of path maintenance.

### 3. Plots and their Environment

- a) All pathways between plots must be kept free of obstruction, and they must be of grass, well maintained and trimmed alternatively by agreement between adjoining tenants. Weedkiller must not be used on these paths.
- b) Plot boundary posts must not be moved or interfered with in any way. Tenants are responsible for ensuring that their plot number is clearly displayed and visible from the path.

- c) Carpet is not to be used as a weed suppressant due to chemicals used in manufacture which can leach into the soil. All existing carpet & underlay must be removed from the plots.
- d) Animal slurry and sewage must not be used on the allotments.
- e) **Hose pipes are permitted only for the purpose of filling water butts or containers, but not for continuous watering of allotments. Tenants must not use water from any water points on the allotments for car washing or any other purpose than for irrigation of the allotment gardens.**
- f) Any broken glass found on a plot must be removed from the site immediately.
- g) No barbed wire or razor wire shall be brought on to the allotment site.

#### 4. General Conduct

- a) **Tenants shall not be abusive or cause any nuisance or annoyance to the occupier of any other allotment or neighbouring residents.** The playing of loud music is not allowed.
- b) No dog shall be brought on to the allotments unless it is held on a leash or kept to the owners plot. Any canine excrement must be removed from the site immediately.
- c) No motor vehicle shall be driven on the allotment site except to park up near the tenant's plot without causing obstruction. **A speed limit of 5 miles per hour is in force on the site in the interest of safety and limiting damage to the ridings.**
- d) Smoking should never interfere with the well-being of tenants in adjacent areas. Cigarette butts and other smoking detritus must be removed from the site.
- e) The tenant shall not snare, trap or shoot any vermin, bird or wild animal. Steps should be taken to minimise rat populations by good husbandry such as the monthly turning over of compost heaps and the elimination of convenient nesting places.
- f) **Allotment gates must be locked after you have entered and when you leave the site. The gates must be locked at all times except at times of ingress or egress or during official PAA shop opening hours.**
- g) The tenant is not permitted to sell produce from the allotment site for personal gain or the personal gain of others. Any commercial activity shall be on a not for profit basis.
- h) **No tenant shall trespass on (except in a bona fide emergency) or commit theft (including the theft of produce) from another tenants plot or from any area of the site. No tenant shall remove any property that does not belong to them from its current position without obtaining permission from the committee. Any person found to have committed such an offence will suffer immediate termination of tenancy. No compensation will be paid. This does not preclude the possibility of criminal prosecution.**

#### 5. Non Discrimination Policy:

The PAA will not tolerate discrimination from, by or to any tenant, including sexual, sexual orientation, colour, race, creed, religion, marriage, age or any other forms of discrimination. Any reported incident will be put before the Committee for their consideration. Anyone found to have committed such an offence risks immediate termination of their tenancy.

#### 6. Refuse

- a) **Under no circumstances must any domestic/commercial rubbish be brought on-site, any person found to have committed such an offence will suffer immediate termination of tenancy. No compensation will be paid. The PAA may sue for any costs involved in removing the rubbish.**
- b) The removal of rubbish of any description on an allotment plot shall be the responsibility of the tenant renting the plot.
- c) Tenants must not place any refuse or waste matter in or over the hedges or fences. All such waste must be removed from the allotment site and legally disposed of.
- d) Bonfires may be lit in accordance with the following rules:

- **Tenants must not light a bonfire if the wind will cause smoke or particles to cause a nuisance to other allotment tenants and neighbouring residents.**
- Under no circumstances shall a fire be left unattended or left to smoulder.
- **Only plant material and scrap wood originating from your plot may be burned.** Large woody cuttings that are unsuitable for composting must be dried before being burnt.
- Under no circumstances may household refuse or any other items originating outside the allotments be burnt on the allotment gardens.

## 7. Chickens, Other livestock, Bees

- a) The tenant shall not keep chickens or any other livestock on the allotment site without the written permission of the PAA. In granting permission for the keeping of such animals the PAA specify additional requirements and the tenant shall treat such requirements as forming part of these terms and conditions.
- b) A bee enclosure is managed by the PAA and is the only area on the site where hives are permitted. For qualified beekeepers, conditions for keeping a hive in the enclosure should be obtained from the PAA. Training in beekeeping is available for unqualified beekeepers.

## 8. Plot Exchange & Sub-Letting

- a) If two tenants wish to swap plots, both parties must submit a request in writing to the PAA. In the case of a tenant wishing to swap to a vacant plot, they must submit a request in writing, but the request will only be considered if their existing plot is in a good state of cultivation. The swap shall not take place until the tenant has been formally offered the new plot in writing by the PAA and the tenant has accepted. It may be necessary for a rent adjustment to be made depending on the relative areas of the plots involved.
- b) **A tenant shall not underlet, assign or part with the possession of a plot, or any part of it, without the written permission of the PAA.**

## 9. Termination of a Tenancy of an Allotment Garden

- a) The tenancy may be terminated by the PAA by service of one month's written notice (except where notice period is specifically stated in any Condition) on the tenant if:
  - The rent is in arrears for more than 40 days.
  - The tenant is not observing the Allotment Rules and Tenancy Conditions as set out in this document.
- b) There are regular plot inspections and a warning letter will be sent to the tenant of any plot suffering from lack of cultivation and/or lack of weed control. **If there is insufficient improvement at the subsequent inspection, which will take place not less than four weeks after the original inspection, and no valid reason has been given and accepted, the tenant will be issued 28 days' notice of termination during which period they should clear their plots. Any property still on a plot after termination time has expired will be deemed as unwanted, removed and taken into ownership by the PAA and used as they see fit. If this is the third consecutive year in which it has been necessary to send a letter concerning the condition of the plot then the 28 days' notice of termination will be issued immediately instead of a warning letter.**

## 10. Matters not provided for

Matters not provided for in these conditions shall be dealt with by the committee at their discretion.