



Loughton and Great Holm Parish Council Allotment Rules

(Small Holdings and Allotments Act 1908)

Note: The Parish Council holds Public Liability insurance for the communal areas of the allotment garden which does not cover the rented plots. This is the tenant's responsibility.

To the Tenant:

1. You shall keep your allotment plot in a good state of cultivation and fertility. Surrounding paths should be kept clear of weeds and debris. Plots are regularly reviewed, and you may be asked to improve your plot if it is in an unacceptable state. You risk losing the plot if it is not remediated in the allocated time.
2. You shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or the public, or occupiers of property adjacent to the allotment garden area, or obstruct any path set out by the Council for the use of occupiers of the allotment garden.
3. You shall not under-let, assign, share, or part with the possession of, your allotment plot, or any part of it, without the written consent of the Council. A person sharing an allotment plot with you, by prior agreement with the Council, has no right to the allotment plot when your tenancy expires.
4. You are permitted to plant a maximum of two **fruit** trees per plot (including any trees already planted). They must be of a dwarf variety and not grow to cause shading to any adjoining plot and thereafter be maintained as such or may be pruned or removed by the Council. Any plot holder adversely affected by shading of a tree on another plot may request the Council to enforce this rule by pruning or removal. No tree may be removed or pruned to less than 50% of its size by a tenant without prior consent of the Council.
5. You shall not, without the written consent of the Council, take or sell or carry away any mineral, gravel, sand or clay.
6. Only one structure is permitted per half plot. No structure or building to be more than 2.5m (8ft 2in) high. Sheds to a maximum of 2.4m (8ft) x 1.8m (6ft) floor size and no more than 2.5m (8ft 2in) high. Fruit cages/greenhouse/polytunnels covering no more than half the plot are also permitted. The function of an enclosed building must predominantly be used for items associated with the use of an allotment as dictated

throughout these conditions. Structures, sheds and all buildings must be kept in good condition and not allowed to become dilapidated, run-down or unsafe in any way. The plot holder will be given 28 days' notice to rectify any infringement upon which the Clerk will be given the power to dismantle/make safe said structure/buildings. Any cost incurred will be paid by the plot holder

7. You shall not use barbed wire or erect any fences on the allotment garden without prior written permission from the Council.
8. The Council shall be entitled to enter and inspect your plot at any time.
9. The allotment plot shall not be treated as a market garden or in any other trading activity. All produce is for domestic consumption only.
10. You shall not, on termination of the tenancy, be entitled to receive from the Council any compensation whatsoever, including any loss of plants or for any improvement made to the allotment plot by yourself.
11. You may remove any plant (planted by yourself) before the termination of the tenancy, but you must level the surface of the land and restore the same to a proper state and condition and make good any damage caused by the removal.
12. Watering of allotments by means of a hosepipe attached to the standpipes is **not** permitted.
13. Dogs **must** be kept on a lead and be tethered and **must not** be allowed to wander around the allotment gardens. Any excrement **must** be removed by the dogs' owner.
14. Bonfires will not be permitted at the site. Any waste material unsuitable for composting from an allotment must be stored on the tenant's own plot (not the car park or hard standing areas) then removed as soon as possible from the site and disposed of by the tenant.
15. Cars must not be parked on or near the site so as to obstruct the entrance or access to and from the site, or to inconvenience or obstruct local residents.
16. No livestock of any kind shall be kept on the allotment including bees.
17. The Parish Council shall review allotment rents annually with effect from 1st October in each year. The revised rents shall be published on the Council website. The rent demand shall be delivered to the last known contact details of the tenant. The rent shall be due on 01st October and if it is not paid by 11th November the Council may terminate the tenancy.
18. These regulations override any previous regulations and the Council reserve the right to make alterations to these regulations from time to time subject to reasonable prior consultation with the allotment holders and then being published on the Council's website
19. In the event of a breach of these rules by the tenant, the Council shall be entitled to terminate the tenancy. Notice of termination shall be served by the Parish Clerk sending a letter to the last known contact details (as agreed with the tenant)

confirming 14 days' notice to quit. Otherwise the tenancy may only be determined on giving 12 months' notice in writing to the last known agreed contact details of the tenant.

20. The tenant shall be entitled to appeal within 14 days of the date of the termination letter against the termination to the next available meeting of the full Parish Council who shall decide whether to uphold the termination or rescind it or to suspend the termination subject to conditions. In the event of an appeal being received the notice shall not take effect until the Parish Council determines the appeal, however the Parish Council may be entitled to refuse permission to the tenant to access the site until after the appeal has been determined.
21. An additional plot should not be let to a member of the same household who already is a tenant of a plot on the allotment site. (Council resolution FC117/15)
22. The waiting list is solely for residents of Loughton and Great Holm (Council resolution FC117/15)
23. Any plot holder is entitled to a maximum of 1 full plot, which can be made up of 2 half-plots. (Council resolution FC127/15)
24. When a plot becomes vacant, provided there is no one on the waiting list, existing plot holders who have kept their plots in excellent order may request to swap plots by contacting the Parish Clerk who will consult the Allotment Representative. Should there be more than one applicant, the standard of their plot and the length of time the original plot has been held will be taken into account, with the longest length of tenancy having priority.
25. All newly let plots will be half-size plots until the waiting list is cleared.
26. Allotment plots attached to the Jubilee graveyard in Loughton will be allocated in consultation with the Church wardens and will take into account any prior links with All Saints Church.



Tenancy Agreement

For allotment plot number

at the Parish Council allotments off Greenhill Close, Loughton, Milton Keynes

tenancy agreement made on [...] between:

- (1) Loughton and Great Holm Parish Council at the Community Centre, 87 Kensington Drive, Great Holm MK8 9AY (“the Council”) and
- (2) Name and address (“the tenant”)

Whereas

1. The Council is the freehold owner of the allotment site off Greenhill Close, Loughton, Milton Keynes (“the Site”)
2. The Council is willing to grant a tenancy agreement for use of a plot known by the plot number at the site subject to the rules made from time to time by the Council pursuant to the Small Holdings and Allotments Act 1908 (the Rules).
3. The rules at the date of this agreement are as set out in the appendix to this agreement.
4. The tenant is desirous of obtaining the agreement for the plot on the terms hereof and subject to the rules

Now it is agreed as follows

1. The Council hereby grants a one year tenancy agreement on the terms hereinafter set out to access the allotment site and the plot for the purposes of cultivation of the plot.
2. The term of the tenancy agreement shall continue on an annual basis from 1st October each year until such time as determined in accordance with the rules or on the Council.

3. The tenant agrees to pay the rent to the Council by 11th November of each year, which shall be set by the Council with effect from 1st October in each year.
4. The tenant agrees to comply with the Rules.

In witness whereof the parties have signed below to signify their acceptance

Signed by the Parish Clerk

Date

Signed by the tenant

Date

Privacy and data protection:

Please tick the boxes for your consent **and** preferences and sign below:

In providing the above data I am providing my consent for my data to be stored by the Parish Council in line with their Data Protection and Use of Personal Data Policy and Privacy Policy. The information will only be used in relation to the management of the allotments and will be shared with the allotment representative who provides volunteer services for Loughton and Great Holm Parish Council.

I prefer to be communicated with via the following:

E-mail at the following address

Phone on the following number

Post at the above address

Signed

Date

Note: Adopted by Loughton & Great Holm Parish Council on 18/04/2013 and revised March 2015

Revised and approved September 2018, 21 September 2020