



**BRAMSHOTT & LIPHOOK
PARISH COUNCIL**

**MR P J STANLEY
EXECUTIVE OFFICER**

**Haskell Centre
Midhurst Road
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www.bramshottandliphook-pc.gov.uk**

**BRAMSHOTT & LIPHOOK PARISH COUNCIL
ALLOTMENT TENANCY TERMS AND CONDITIONS**

The Tenant has a right of use of the allocated allotment subject to the following Terms and Conditions:

Parish Council's Responsibilities

The Parish Council's responsibility is limited to providing the following:

An allocated allotment plot for use by the Tenant under the Terms and Conditions

Mains Water supply via standpipes and troughs for the designated period

Fencing around the perimeter and access to and from the allotment site for use of the allocated allotment plot

Car Park for the use of allotment plot holders

Survey and maintenance of Parish Council owned trees on or adjacent to the allotment site for safety reasons

Maintenance of communal areas of the car park, main entrance gates, central paths (excluding boundary paths dividing individual allotment plots)

Maintenance of ditches.

Parish Council reserves the right to amend these Terms and Conditions at any time, giving twelve months' notice of its intention to allotment plot holders.

The Tenant's Responsibilities

Deposit

On allocation of the allotment plot a deposit of £30 will be payable and then rent will be payable yearly in advance on the first day of October in each year and at a proportionate rent for any part of a year over which the tenancy may extend.

Payment of rent

Rent will be paid by the Tenant annually on 1st October (in accordance with the prices published annually by the Parish Council), subject to annual review. If the rental is not received by the Parish Council by 20th October, the council will contact the tenant and advise them that if the rent is not received by 30th October, the plot will be deemed to be relinquished and may be reallocated, and the deposit will be returned provided the Tenant has complied with these Terms and Conditions.

Assignment and subletting

Allotment plots will be allocated on application, in writing, to the Executive Officer to the Parish Council.

Allotment plots are for the benefit of residents of Bramshott and Liphook and applications will not be entertained from persons who live outside of the civil parish boundary.

The Tenant must notify the Parish Council in writing within 14 days of any change of address.

No household may hold more than one allotment plot.

The Tenant must not underlet, assign, or part with possession of all or part of the plot without the written consent of the Parish Council, such written consent to be only for a maximum of 6 months.

The Tenant must give notice in writing to the Parish Council of any change of address within 14 days.

Usage

The Tenant shall only use the allocated allotment plot for growing vegetables, fruits and flowers and shall not permit the allotment plot to be used for the purpose of any overnight accommodation, trade, business, or any activity incompatible with allotment gardening. The growing of illegal or invasive plants shall be prohibited in line with UK Government guidelines.

The Tenant must not take, sell, or carry away any soil, mineral, gravel, sand or clay.

Tenants may burn diseased and infected material in an appropriate incinerator on their allotment site from 1st October to 30th April and use kindling to assist in this. The tenant must be in attendance with the incinerator whilst it is burning and ensure that it is extinguished before leaving the allotment. Incinerators should not cause nuisance to other plot holders and should not be used to burn toxic material. (See EHDC guidelines on bonfires)

The tipping of non-compostable rubbish on allotments, the footpaths, or any place within the confines of the allotment site boundary, is strictly forbidden.

Only domestic kitchen raw vegetable waste may be brought on site for composting.

Tenants must not cause any nuisance or annoyance to other allotment holders or obstruct any path set aside by the Council for the use of allotment holders.

Tenants shall ensure that children are kept under strict supervision of a responsible adult so that they may not be allowed to wander onto any adjoining allotment or cause nuisance or damage.

Livestock: The Allotment Act 1950 (c31). The Act grants tenants the right to keep rabbits and hens providing they are not a nuisance and only for domestic use.

Dogs must be kept on a leash at all times and dog faeces must be removed from the allotment site by the owner of the dog or the Tenant.

Access

Any Member or Officer of the Council shall be entitled at any time to enter and inspect the allotment plot and site.

Insurance and Liability

There are three main areas for which allotment holders should obtain their own insurance

- Public Liability
- Theft
- Accidental Damage

The Tenant is, therefore, advised to make their own insurance arrangements.

(It is recommended that plot holders join the National Society of Allotment and Leisure Gardeners, which can help with the insurance issue. For further information, please contact - National Society of Allotment & Leisure Gardeners Ltd., O'Dell House, Hunters Road, Corby, Northants., NN17 5JE. Tel: 01536 266576. Fax: 01536 264509. Email: natsoc@nsalg.org.uk)

Vehicular access on to the allotment site is for loading and unloading only.

Cultivation

Tenants must keep their plots clean, tidy, and free from rubbish and in a good state of cultivation. Good cultivation shall mean:

- weed vegetation is cleared and under control, and soil cultivated, this includes fallow ground in winter awaiting planting or where crop rotation is in progress
- Growing fruits, flowers and vegetables, and/or growing green manure crops
- The use of carpet to suppress weeds is not permitted.
- No less than 75% be in cultivation.

Tenants must not plant trees on the allotment plot (including fruit trees other than as miniature fruit trees) or shrubs (other than soft fruits or culinary herbs). Miniature fruit trees (that grow to a maximum height of 6ft) are permissible provided they can be removed at the end of the holder's tenancy and that the allotment plot holder seeks an amicable agreement with neighbouring allotment holders when deciding where to place the trees.

Tenants must not carry out any work on Parish Council owned trees on or adjacent to the allotment site.

Infrastructure

The Tenant must maintain the path adjacent to the allocated allotment plot.

Tenants must not use barbed wire.

The perimeter fence shall be kept clear of all materials including vegetation inside. Nothing shall be in direct contact with the fence.

Tenants shall not alter or add to any of the items of Parish Council fixed equipment, such as standpipe, fences, or gate, nor erect new buildings or other fixed equipment nor carry out any capital improvement on the allotment plot without the prior written consent of the Parish Council.

Permission for the erection of sheds, poly tunnels, greenhouses and their bases must be applied for to the Parish Council.

The Parish Council will not accept any liability whatsoever with regard to damage, accidental or otherwise, to sheds, glass/greenhouses or poly tunnels, or any consequential loss or damage to any equipment therein.

All structures including fruit frames, compost bins, hen coops, sheds, greenhouses, and poly tunnels are to be removed on termination of the tenancy or sold on by the owner to the next tenant of the plot.

All sheds, greenhouses and poly tunnels are to be kept in good condition at all times.

The Tenant must apply to the Parish Council for a decision on location before installing any of the above. For the avoidance of doubt tenants shall not be allowed to use any of the above structures for overnight accommodation.

The Tenant must report to the Council any damage to its infrastructure which includes gates, fences, and water supplies, main path and car park.

Water Conservation

Water supply is subject to season restrictions and hosepipe bans. Mains water will be available from 1st March to 31st October or otherwise at the discretion of the Parish Council.

Tenants must not use sprinklers.

Hoses are permitted except in a hosepipe ban, but must be attended at all times and should not prevent other tenants having access to water supplies

Watering cans are preferable to hoses.

Water butts may be used but only if they are well-presented and of suitable size and colour (e.g., green, black) located and screened to minimise their visual impact, maintained, and removed at the end of the tenancy. Hoses may be used to fill water butts as long as no other tenant is requiring access to the tap and the butt is not allowed to overflow.

Any tenant who uses excessive quantities of water, e.g. more than 1 hour of hosepipe use at any time, or who is seen to constantly monopolise the water supply to the detriment of fellow tenants, may be asked to relinquish their allotment plot. If the plot is in need of restoration to re-let the Allotment Act 1950 states that a landlord is entitled to compensation to carry out the required work.

Termination of Agreement

The Parish Council may terminate a tenancy at one month's notice if a tenant fails to comply with the Terms and Conditions. In the event of such termination no refund of rent or other compensation will be payable. The deposit is returnable.

If after six months from initial allocation or renewal an allotment plot is not being worked, the Parish Council has the power to re-allocate and no refund of rent will be made.

If the Tenant wishes to relinquish the allocated allotment plot, they must notify the Executive Officer to the Parish Council in writing, unless extenuating circumstances, giving 2 months' notice. The deposit will be refunded provided that the Tenant has complied with the Terms and Conditions and any rent paid in advance will be refunded on a pro-rata basis from the end of the notice period. On the expiry or sooner of the termination of this Agreement, the Tenant must leave their allotment and remove their goods and equipment. However, council approved sheds, poly tunnels or glasshouses that are in a good state of repair may remain if the new tenant is in agreement. The Tenant will be responsible for ensuring that this is complied with and will be done at the tenant's expense.

End of Use of Tenant's Allotment Plot

When the Tenant vacates the allocated plot, it should be left in good order. The Parish Council will inspect it with the Tenant. If any work is necessary to enable the Council to re-let the plot the Tenant will be charged for the cost of that work. The Tenant's deposit will be used to offset against the costs.

Complaints Process

An allotment holder may make a complaint to the relevant Parish Council Officer against a fellow allotment holder if he feels the Allotment Tenancy terms and conditions are being breached. The complainant must receive a response within 21 days.

Appeals Process

An allotment holder shall be allowed one appeal to the Parish Council against sanctions leading to a termination of the tenancy agreement. The appeal shall be settled at the next Recreation committee of the Parish Council.



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In respect of plot no.

I the undersigned acknowledge having received a copy of the Terms and Conditions, which I have read, understood and accept, and have paid my deposit of £.....

Signed Date

Name

Address

.....

.....

Tel. No.

Email

Signed Date