

WHISSONSETT PARISH COUNCIL

ALLOTMENT POLICY

Approved: 26th September 2022
(reviewed 3 yearly)

The aims of this Policy, Allotment Rules and Tenancy Contract are:

- To have clear and transparent processes for the operation of the Allotments.
- To provide equitable access to the Allotments for residents of Whissonsett.
- To ensure fair and consistent treatment of all allotment tenants.

General

- This document will be made available to members of the public, both individually when agreeing to take on an allotment tenancy and, collectively, on the parish council website <http://www.whissonsettpc.info>.
- The allotments are for the benefit of Whissonsett residents.
- The allotments belong to, and are under the direction of, Whissonsett Parish Council.
- The Council is not a member of the National Allotments Association and is not therefore bound by their rules.

Management Principles

In managing the Allotments, Whissonsett Parish Council will:

- Communicate with individual allotment tenants on issues relating to their own tenancy agreement.
- Communicate with all allotment tenants on issues which affect all allotment tenants.
- Provide fair and consistent treatment of all allotment tenants.
- Undertake fair enforcement where rules are not followed.
- Maintain the allotments to a high standard, within the budget of Whissonsett Parish Council.

Location of the Allotments

The allotments are situated on a corner plot, between Wash Lane and Rectory Road, Whissonsett.

Administration

Anyone wishing to rent an allotment should apply in writing to the Parish Clerk, Whissonsett Parish Council, Bay Tree Cottage, School Road, Brisley, NR20 5LH or at whissonsettparishcouncil@gmail.com.

Plots are available to:

1. Whissonsett residents, and

2. Residents of neighbouring villages.

The rent for an allotment shall be charged annually and allotment holders will be invoiced by the Clerk each January, for the following year. The annual rent for a plot is £10.00, tenants will be given six month notice of any increases.

Council will approve a request of a larger shed, a greenhouse and a water butt on agreement of a deposit of £100, refundable on surrender of a cleared allotment.

Allotment Rules

The allotment rules are contained within the tenancy contract (see attachment) and will be issued to each new tenant.

Any changes to the tenancy rules will be notified to existing tenants by email (or post if necessary).

Whissonsett Parish Council will:

- Be entitled to inspect any allotment at any time.
- Undertake risk assessments of the allotments on a monthly basis and rectify any unsafe hazards as quickly as possible – an officer with responsibility for the allotments will be appointed.
- Review the allotment rental fee annually, and give tenants six months notice of any changes.
- This policy document, and the tenancy rules, will be reviewed regularly.

Tenants may, if they so wish:

- Form an independent allotment committee to arrange competitions, bring matters to the attention of the Council etc.

Annual Fees:

An annual fee of £10 is due on 1st January for each plot.

Allotment Field

The remainder of the allotment field (that which is not required for allotment plots) is rented out to a local farmer for an annual fee of £130.00, this fee is reviewed annually. The tenant is required to vacate asap any part of that field which is required for an individual allotment plot.

WHISSONSETT PARISH COUNCIL

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

This agreement made on (date) between Whissonsett Parish Council (hereinafter called the Council) and (tenant) of (address) (hereinafter called the tenant), whereby it is agreed that:

1. The Council shall let to the tenant for them to hold as tenant from year to year the land known as allotment area off Wash Lane of approximately nine yard allotment size, provided by the Council.
2. The tenant shall pay a yearly rent of £10.00, subject to annual review, which is due on first occupation and annually on 1st January each year thereafter.
3. The tenancy may be terminated by either party to this agreement on the anniversary date with one year's notice.
4. The tenant shall reside within the parish of Whissonsett or neighbouring village during the tenancy of the allotment.
5. The tenant shall, during the tenancy, carry out the following obligations:
 - a) The rented area shall be kept in a clean and tidy condition and shall be properly cultivated. Adjacent pathways shall be kept clear of overhanging bushes and trees and the tenant is responsible for maintenance of any surrounding hedgerows, subject to review at a later date.
 - b) No nuisance or annoyance shall be caused by the tenant to any other tenant or any other part of the allotments provided by the Council.
 - c) The tenant shall not assign the tenancy or sub-let.
 - d) The tenant shall not obstruct or permit the obstruction of any of the paths set out for the use of the tenant of the allotment gardens.
 - e) The tenant shall dispose of their own garden waste, either by using a compost bin on the allotment or removing it from the allotments altogether.
6. If the tenant shall have been in breach of any of the foregoing provisions of this agreement for a period of one month or longer, the tenancy thereon shall come to an end, but without prejudice to any right of the council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
7. Any notice required by this agreement to be given to the Council shall be delivered or sent by post to the Parish Clerk at the address below, and similarly any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post to the address at the head of this agreement.
8. The Council will approve the request of a larger shed, a greenhouse and a water butt on agreement of a deposit of £100, refundable on surrender of a cleared allotment.

Signed

Date

Sheryl Irving (Clerk to the Parish Council)

Signed

Date

(Tenant)