WALTHAM ST LAWRENCE ALLOTMENTS

Rules, regulations and contract

Adopted May 2022

Minute ref: FC/26/5/2022

Signed……..

April 2021

Waltham St Lawrence Parish Council Allotments

- The Waltham St Lawrence Parish Council (the Council) owns the land known as The Allotments.
- The Council is committed to maintaining the grounds of this facility such that an orderly standard is achieved.
- The Council accepts that the provision of this facility is as a service to the community.
- The Council accepts that the nominal rent levied on the tenants may not cover the running costs of the water and grounds maintenance.
- The Allotments is a rectangular strip of land -approximately 54ft frontage onto The Street opposite Paradise Cottages stretching east approximately 723 ft from the entrance gate to Sue's Piddle.
- The frontage from The Street includes.
    - The roadside verge
    - The ditch
    - The hedge
    - 113' from the entrance gates to the first designated allotment
    - 210' of allotments
    - 400' of woodland footage
- The land is bounded by privately owned residential properties and land to the south (Coltmans Farm and Coltmans) and to the north (Hornbeam House and Dolphins).
- The 54'x113' area from the entrance gates to the first allotment includes a bench seat with a mown sweep in front of it-overlooking an area of wildflowers.
- The eastern end of the allotments 54'x400' is woodland planting.
- A public footpath runs the length of The Allotments -east/west.
- There is a water meter under the manhole cover roadside of the entrance gates.
- There are currently 13 allotment gardens (7 tenants)
- Each allotment garden has a frontage onto the footpath of
- 30'-34' and extends back to the north boundary hedge. This gives approximately 1100sq ft of useful space.
- There shall be a space between each allotment garden of 2ft 5in-3ft in width.
- There are 4 no. taps for the allotment users.
- Allocation of the allotment gardens rests with the Parish Council.
- Tenancies will be for the financial year from April to March renewable at the discretion of the Parish Council.
- The rent will be paid annually in advance.
- The erection of any building i.e., sheds, and greenhouses is prohibited.
- It is the responsibility of the allotment holder to ensure any apparatus or equipment that they store on the allotment.
- Bonfires must be responsibly managed with for respect for other residents.

April 2021

WALTHAM ST LAWRENCE PARISH COUNCIL

The Old School, The Street. Shurlock Row, Berkshire RG10 0PR

Clerk to the Council: Mrs MJ Streather

Telephone: 01189 343388

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AGREEMENT FOR RENTING OF ALLOTMENT GARDENS

AGREEMENT made the 1st day of April 202.

between the Waltham St Lawrence Parish Council [herein after called the Council of the one part and

[hereinafter called the Tenant) of the other part **WHEREBY:**

1. **The Council** agrees to let and the Tenant agrees to take on a yearly tenancy from the 1st day of April 2021 the allotment garden[s] designated by the Council and measuring approximately 1100 sq ft at the yearly rent as determined by the Parish Council and such rent will be subject to an incremental review per garden) and subject to provisos and conditions hereinafter contained. The current rent is £20.00 per annum.
2. The Tenant hereby agrees with the Council as follows:

    - To pay the rent hereby reserved on the first day of April in every year during the continuance of this tenancy without any deductions whatsoever.

    - To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council

    - To keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or track abutting thereon reasonably free from weeds and passable on foot.

    - Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment site or to users of the public footpath running the length of the Allotment site.

    - Not to underlet assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council

- Not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay.

- **Not** without prior consent in writing of the Council to **erect any building** on the allotment garden **AND** in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications [and of materials specified therein] submitted to the Council by the Tenant.

- Not to erect any fence or barbed wire adjoining any path set out for the use of occupiers of the allotment gardens.

- Not without the previous consent in writing of the Council to plant any trees or shrubs.

- Not to bring any dog onto the allotment except on a lead

- To notify the Council forthwith of any change of address of the Tenant

- To permit any officer or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected thereon.

- Not to deposit or allow to be deposited any refuse [except manure and compost as may reasonably be required for cultivation] on or in the vicinity of the said allotment site or adjoining land.

- To observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice to applicants is given in accordance with these rules.

- To carry out activities on the allotment in a safe manner without bringing unnecessary hazards or any toxic chemicals onto the site and to keep allotment and the surrounding area free from obstruction.

- To relinquish the allotment at the end of the Agreement year if the tenant moves out of the Parish -but only if a Parishioner is on the list of those registering their interest in an allotment. Any such Parishioners will take precedence. The situation will be reviewed annually.

3. **The Council** hereby agrees with the Tenant that the Tenant observing and performing the conditions contained in this agreement may peaceably use and enjoy the allotment garden without any interruption by the Council.

4. **This Tenancy** shall terminate on the death of the tenant and may also be terminated in the following manner:

    - Whenever the tenancy or right of occupation of the Council terminated
    - By either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April
    - By re-entry by the Council at any time after giving three months' notice in writing to the Tenant on account of the allotment being required [1] for any purpose for which it has been appropriated under a statutory provision or [ii] for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes
    - By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if [i] the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not [ii] if it appears to the Council that there is a breach of the conditions and obligations on the part of the Tenant herein contained or
      [iii] if the Tenant shall become bankrupt or compound with

      his creditors

    - Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and any notice required to be given to the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent to the Clerk of the Council

AS WITNESS the hands of the parties hereto the day and year first before written

Signed……

[Tenant]

Signed…….....

[Clerk to the Council)

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