

BERRYFIELDS PARISH COUNCIL

Roman Park Hall, Sir Henry Lee Crescent, Aylesbury HP18 0YT

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ALLOTMENT POLICY

1. OBJECTIVES OF THE POLICY

- 1.1 Berryfields Parish Council is seeking to ensure it is adopting a clear, measurable, and sympathetic approach to the management of its facilities, including allotments, which will take account of the sometimes-contrasting needs of a variety of facility users.
- 1.2 The Council through the policy will endeavour to always offer the highest standard of service in undertaking its management and regulatory responsibility.
- 1.3 Any complaints relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure.

2. ALLOTMENT PLOT ALLOCATION AND FINANCIAL MANAGEMENT

- 2.1 All allotment holders will be issued with a legally binding tenancy agreement, which is subject to the terms of the Allotment Act 1950, within 7 days of taking on the allotment.
- 2.2 The Parish Clerk will maintain a register of allotment holders which includes name, address, telephone numbers and email addresses.
- 2.3 The Parish Clerk will maintain an in-parish waiting list.
- 2.4 At the start of the tenancy a photo of the allotment plot will be taken by the allotment officer, and the condition agreed with the incoming tenant.
- 2.5 An annual allotment rental fee will be invoiced by the Council and shall be paid on 1 April each year by the tenant to the Council by cash, cheque or bank transfer via BACS.
- 2.6 Prior to the start of a new Tenancy Agreement, in addition to the annual allotment fee, the new tenant will be expected to pay a refundable allotment deposit, which will be invoiced accordingly.
- 2.7 The deposit will be withheld if the plot is overgrown, requiring the Council to hire external services to clear the land ahead of new tenants.
- 2.8 The deposit will be withheld if the allotment plot does not meet the standard set by the Tenancy Agreement, and contains for example any rubbish, tyres, debris, unauthorised vehicles or parts thereof, unauthorised storage, unauthorised structures, derelict sheds, derelict cabins, derelict greenhouses and the like, which the Council will have to pay to remove.
- 2.9 If the Council intends to withhold repayment of the deposit, the allotment tenant will be informed in writing, together with an explanation of the reason for this. The tenant will be given notice that they have one month in which to remediate the plot, or their deposit will be forfeited in whole or part. The allotment tenant will have right of appeal through the Council's complaints procedure.
- 2.10 The balance of the deposit, if any, will be repaid to the tenant once the cost of remediation has been deducted from the deposit.
- 2.11 If the Council serves a notice to quit on any tenant having paid the allotment deposit, paragraphs 2.4 and 2.10 will apply.

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2.12 The Council may terminate the tenancy after one month's notice in writing due to the following:

- Rent is in arrears and has not been paid within 40 days of issue of the invoice; or the tenant lives more than one mile outside Berryfields Parish
- If the tenant is not duly observing the rules within the Tenancy Agreement, the Council may terminate the tenancy by giving 1 month notice in writing in any tenancy year
- The tenant may terminate the tenancy by the giving of 1 month notice in any tenancy year.

3. ALLOTMENT RULES AND REGULATIONS

3.1 During the tenancy, the tenant shall:

- keep the allotment garden clean and in a good state of fertility and cultivation;
- not cause a nuisance or annoyance to the owners or occupiers of land adjoining the allotment garden;
- not keep livestock or poultry in the allotment garden;
- not bring to or keep animals in the allotment garden;
- not assign the tenancy nor sub-let or part with the possession of any part of the allotment garden;
- not erect a shed, greenhouse or other building or structure on the allotment garden without first obtaining the Council's written consent; all such structures must match the Council's approved design;
- not fence the allotment garden without first obtaining the Council's written consent;
- maintain and keep in repair the fences, paths and gates forming part of the allotment garden;
- trim and keep in decent order all hedges forming part of the allotment garden;
- not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- be responsible for ensuring that any person present in the allotment garden with or without the tenant's permission does not suffer personal injury or damage to his property;
- permit an inspection of the allotment garden at all reasonable times by the Council's employees or agents;
- not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment garden or the allotment garden of another tenant;
- to prevent damage, vehicles are not permitted to use the allotment garden grassed roadway or paths between November and March, nor when the ground is waterlogged.

Document History

Approved and adopted

July 2023

(version 1)