

Bradwell Road Allotment Financial Information

September 2022

	2021/22	2022/23	2023/24
Rent per M²	38p	45p	52p
Increase per M²	0	7p	7p
% Increase	0%	18.4%	15%
	Low usage (COVID)	Increased water charge	Increase water usage and running costs
Large plot (183 M²)	£69.54	£82.35	£95.16
Small plot (52 M²)	£19.76	£23.40	£27.04

- **Number of plots increased from 66 to 69**
 - More tenants, reduced waiting list
 - Increased administration and running cost

- **Overall plot size now 7078.67 M²**

- **7p increase required for the increase running costs and increased water charges**
 - Water usage increased by 92% (almost doubled due to dry hot summer)
 - Water charges increased by 9%
 - Resulted in water charges higher by £355! ($£355/7078.67 = 5p$)
 - Increase of 5p required plus an
 - Increase of 2p to cover increase in SPC running costs

Bradwell Road Allotment Information – September 2022

Number of people on the waiting list = 23 1 plot available

Number of terminations of plot June – Sept 2022 = 4

June Inspection 2022 = 6 warning letters sent to tenants – no evictions

August Inspection 2022 = 7 warning letters sent to tenants - no evictions

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Allotment Tenancy Terms and Conditions

DRAFT

Signature
The Chair of Allotment Committee

Date

Signature
The Chair of Stantonbury Parish Council

Date

Document History

Revised by recommendation of Allotment Committee Meeting	22/09/2021
Adopted and signed off at the Main Meeting	06/10/2021
Discussed at Allotment working group	17/08/2022
Changes applied as per meeting	17/08/2022
Allotment Committee reviewed & signed	26/09/2022
Main meeting reviewed & adopted	5/10/2022

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This Tenancy Agreement is subject to the Allotments Act 1908-1950, to any regulations endorsed by or on this Agreement and to the following conditions.

The Council has the right to alter these 'Terms and Conditions' at any time and notification of these changes will be displayed on the notice boards and through social media including the Parish Website.

1. Definition of Person Eligible to be offered Tenancy of an Allotment Plot

Allotments will initially be offered to residents of the Parish of Stantonbury and at the discretion of the Council. Applicants from outside of the Parish may be offered a plot at the discretion of the Council, providing there are no residents awaiting a plot and at a non-subsidised rental.

Applicants must be over the age of 18. However, children are encouraged to work a small area of a parent's/guardian's plot.

2. Rent

The Council shall fix the rentable value of the Allotment plot annually.

Rents will be calculated on the following basis: - Metres ², M²

Allotment Rents will be notified to Tenants before 1st October of any year.

Allotment Rents will be payable from the 1st October of the oncoming Rentable Year. New tenants will pay pro-rata from this date from the date of offer for the first year and annually thereafter.

Allotments may be paid in full for the Rentable Year.

3. Deposits

New applicant tenants are to pay a deposit of £70.00 when taking up an offer of an Allotment plot. This fee will be returnable when the tenant vacates the site, provided the plot is in as good a condition as it was when first taken over. The deposit can be paid in 2 x 6 monthly instalments.

There is a £10.00 key deposit for the toilet facility payable to the Council. The toilet key deposit will be returned upon surrender of the key. Replacement keys will be charged at cost plus a £10.00 administration fee.

4. Offer of Tenancy

A list of vacant plots will be notified through the Parish Newsletter and the Parish Website.

Residents must apply for an allotment using the Parish Council Allotment Waiting List on the website or by emailing into the office (info@stantonburyparishcouncil.org.uk) or contacting the main office (01908 227201).

The allotment number, size and rent will be provided. Plots will be allocated on a first come, first served basis.

Where a tenant has previously held a plot and the Parish Council has terminated the tenancy for any reason, the Parish Council reserve the right to refuse applications.

Any applicant that declines an offered allotment and wishes to remain an applicant, will automatically be placed back down the waiting list until the next plot becomes available. All our plots are varied in size and rents are in Metres ², M² (1 Pole is approximately 25 M²).

Unless otherwise agreed by the Council, only one plot will be offered per address within the Parish.

Tenants cannot sub-let any part or all of their plot.

5. Tenancy Agreement

A legally binding written document which records the terms and conditions of letting a particular plot to an individual tenant.

The Tenancy Agreement of an allotment is personal to you as the tenant named in the agreement.

Other workers will be asked to sign a co-worker agreement.

You have no right to pass on your tenancy to dependents. However the Council will treat sympathetically any request from immediate next of kin to continue to manage the plot and a new tenancy agreement will need to be signed.

6. General conditions under which the Allotment is to be cultivated

- a) Use the allotment mainly for the production of vegetables and/or fruit and flowers.
- b) Be responsible for ensuring the plot number is clearly displayed (as supplied by SPC).
- c) Do not plant native trees, fruit trees, bushes or canes, likely to be detrimental to the allotment site. Do not plant within five feet of the Allotment site boundary in the case of soft fruits and within ten feet in the case of all other fruits. Fruit trees should be dwarf/pixie rootstock (M27, M9, M26) and maintained as such. All labels must be left on trees for identification purposes. Photos will be taken for our records.
- d) Use water butts and water from the plunge baths.
- e) Do not use a hose on the allotment site.
- f) Keep the allotment clean, ordered and devoid of rubbish, leaving one metre clear from the boundary fence.
- g) Keep the allotment in a productive state of cultivation and fertility.

- h) Do not cause any nuisance or annoyance to the other allotment tenants or guests. **(N.B. Guests are limited to 4 persons (including any children at any one time)).**
- i) Do not obstruct any path. Paths between plots (known as 'ridings') shall be a minimum of 18 inch in width and shall be part of the tenant's responsibility for good order and maintenance. The tenant's riding for upkeep is on the righthand side when facing the plot. Paths do not constitute part of the allotment plot growing area. Please refer to plot map.
- j) Only prune/cut timber if on their own plot. Outside of our perimeter fence DO NOT cut, prune any timber without the written consent of the Council.
- k) Do not use barbed or razor wire.
- l) Do not use the allotment or its land for 'Trade" or "Business'.
- m) Do not erect any barrier or fence to define an edge or perimeter of the allotment site.
- n) Do not use cement. All foundations should use paving slabs and soft sand.
- o) Do not deposit onto the allotment site any refuse or waste.
- p) Carpet is banned from the allotment site.
- q) Observe conditions, which the Council consider necessary to preserve the Allotment Site from deterioration. Specifically:
 - I. **At any one time 75% should be cultivated. (Other than raised beds the cultivation area will be the ground soils and does not include any other receptacles growing plants).**
 - II. **At any time during the tenancy year, fallow land is to be covered in black matting to prevent growth of weeds. (Matting is available at cost price from the Parish Council).**
- r) Only bring onto the Allotment Site dogs that are restrained by a leash. Any dog fouling must be cleared by the owner.
- s) Livestock (chickens and rabbits) are permitted.
- t) Do not have snare, trap, poison any vermin or bird or wild animal. Advice can be sought from the Parish office if a nuisance animal is identified.
- u) Keep a watchful eye for Japanese Knotweed, marijuana or any other invasive species of plant. The Parish office is to be notified immediately if any invasive species is identified.
- v) Do not take vehicles beyond the carpark into the Allotment Site.
- w) Tenants are responsible for shutting the gate upon entry or exit at all times.
- x) Speed limit of 5mph on allotment where applicable

The Parish Council will undertake regular inspections of plots. The tenant of any plot that fails to meet the standards set out above will be notified of the termination of their tenancy. The decision of the Council is final.

7. Structures

Structures (sheds, greenhouses and polytunnels) are not to be erected without the permission of the Allotment Committee. A condition for permission is that they will be removed at the end of the tenancy.

One structure is permitted per allotment plot. At the discretion of the Council an additional structure may be allowed. However permission is required (requests could be denied due to size of the plot).

Any structure containing glass will be regularly inspected by the Allotment Manager. Repairs or remedial action needed to maintain a safe environment will be notified to the tenant and must be completed within 30 days. Failure to address the Council's concerns will lead to possible termination of the tenancy.

The Council reserves the right to demolish any structure that is deemed unsafe by the Allotment Manager or our advisors.

Structures must be securely fixed to the ground.

The Council is not responsible for any structure on the Allotment Site.

Glass is permitted in new structures.

8. Bonfires

Bonfires and incinerators are not permitted.

9. Composting

Composting is recommended.

Waste not suitable for either composting or waste collection should be taken to one of the MKC household waste centres.

10. Safety and Duty of Care. (Own and Guests)

All persons on the Allotment Site are responsible for their own safety.

Tenants are responsible for the safety of any guests including children they may bring onto the allotment site and do so at their own risk. The tenant is responsible for reminding their guests of their Health and Safety obligations.

Stantonbury Parish Council cannot accept liability for any injuries incurred due to any unsafe behaviour or unsafe environment.

The terms and conditions noted in this agreement apply to guests irrespective of age.

Tenants should notify the Council of any safety concerns.

Tenants have a duty of care especially with respect to the following:

- The timing and use of mechanical equipment such as a strimmer or rotavator.
- Petrol, oil and gas should be stored safely in a metal cabinet.
- The prevention of obstruction of paths and ridings
- The sturdy construction of any structures or features on the plot
- The safe application and storage of pesticides, weed killers and fertilisers, petrol and diesel
- The safe storage and use of tools
- The removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner
- The security and maintenance of structures on their plot. The plot holder must maintain third liability insurance for potential injury or damage to persons or property on adjacent plots should any structure on their plot cause injury or damage to them or their property. Bradwell Road Allotment Tenants Committee (BATs) can provide details of their insurance cover.

11. Termination of Tenancy Agreement.

11.1 Termination of Agreement through Rent Arrears.

Tenants in more than one calendar month of rental arrears will be notified by recorded letter and given fourteen days to clear the arrears. Any tenant with arrears after the fourteen-day notification period will forfeit the allotment with immediate effect.

11.2 Termination of Agreement through non-observance of the Terms and Conditions.

Tenants not complying with the terms and conditions will be notified by recorded letter and given 14 days to bring the allotment to the required standard. If the tenant fails to bring the allotment to the required minimum standard the following will apply:

For tenants who fail to comply with our terms and conditions after the 14 days, a new inspection will be carried out and a notice of seven days will be given to terminate and remove all possessions,

During any part of this period, the Council's Allotment Manager will be available and willing to meet any tenant on site.

11.3 Termination of Tenancy Agreement due to the land being required for purposes other than agriculture.

Should the allotment be acquired by The Council for building, engineering, invasive weed suppressant or some other such purpose then the Tenant will be given a minimum of one month's notice of termination of the Agreement by registered letter. The tenant will be liable for rent up to the date of termination. Where the rent has been paid in full unused rent will be reimbursed.

Wherever possible an alternative plot will be offered ahead of the chronological list in these circumstances. The alternative plot will be subject to a new tenancy agreement which will be in accordance with these Terms and Conditions.

11.4 Termination of Tenancy Agreement by the Tenant.

The Tenant is required to give one months' notice of Termination of their Agreement.

11.5 Termination of Tenancy Agreement by the Tenant moving from the Parish.

Tenants moving from the Parish and over a mile outside our boundary will automatically have their Agreement terminated one calendar month after leaving the Parish. Tenants are required to notify the Council of any moves.

Any structure may be left on the plots only with prior agreement with the Council after an inspection.

The value of refund of the deposit will depend on the condition in which the allotment is handed back to the Council and will be subject to inspection by the Allotment Manager.

Where the condition of the allotment requires reinstatement at costs beyond the value of the deposit, the tenant may be charged a clean-up cost in addition to forfeiture of their whole deposit.

12. Transfers

Any tenant wishing to transfer to a larger plot or down-size to a smaller plot must apply in writing to the Parish Council. The same provisions for waiting for a suitable allotment will apply.

13. Stantonbury Parish Council Inspections

There will be regular inspections by the Allotment Manager (Parish Ranger) to establish that the Agreement Terms and Conditions are being met throughout the year.

Photos will be taken at these inspections if the plot is not being cultivated as required.

During the growing season a minimum of 75% of the plot is expected to be cultivated.

14. Communication

The Tenant shall give notice in writing to the Council of any change of address within twenty-eight days of such change.

15. Participation in the Parish Council Allotment Committee

The Parish Council welcomes resident and tenant participation at its Council meetings.

Participation in the Council allotment meetings does not carry any voting entitlement.

16. Complaints

Complaints will be dealt with as follows:

- i) Threats against a person either physical or verbal will be automatically referred to the police. Upon any conviction of the plot holder he/she will forfeits the plot.
- ii) Any plot holder under investigation by the police for such potential crimes will be asked to withdraw from the plot during the investigation.
- iii) Multiple complaints/disputes between a plot holder and other tenants. The plot holders will be required to put their complaints in writing. The Parish Council will investigate the complaints and if upheld, the offending plot holder will have his/her tenancy terminated with immediate effect. The Parish Council's decision will be final.

17. Public Liability Insurance

Once the tenant has accepted the allotment plot the tenant becomes responsible for the Public Liability, Health & Safety and all other aspects of the plot that could lead to a claim being made against them personally. The Parish Council requires all tenants to obtain insurance to cover this. Failure to do so within 21 days of taking the tenancy or annually thereafter, 11. paragraph 2 will apply.

At the time of distribution BATS (Bradville Allotment Tenants) hold a Public Liability certificate for all tenants. The responsibility will be with the plot holder to ensure that this is in place for their plot.

The tenant will need to ensure that they either register with BATs or purchase their own insurance. Tenants could consider joining an allotment association such as NSALG or SWCAA, which includes insurance with their membership.

18. Definition and Interpretation of these Terms and Conditions

Throughout this Agreement and Terms and Conditions the expression '**The Council**' and '**The Parish Council**' shall mean Stantonbury Parish Council and includes any Committee of the Council or staff assigned to manage the Allotments.

The term '**Allotment plot**': A delineated area of ground owned and/or administered by Stantonbury Parish Council and leased to an individual or group for the purposes of growing food for personal or community use.

The term '**Allotment site**': A collection of allotment plots.

The term '**Allotment Manager**' shall apply to any member of staff assigned by the Council under the Allotments Act 1908-1950 and local Government Act 1972

The word '**Act**' shall mean the Allotments Act 1908-1950.

The expression '**Allotment**' means the Allotment Gardens situated adjacent to Bradwell Road, Milton Keynes MK13 7DH

The word '**Cultivation**' means keeping the plot in good productive order by:

- The maintenance and improvement of the soil
- The control and prevention of weeds
- The planting and maintenance of, herbs, flowers, fruit, vegetable crops and recreational gardening. Wildflowers and flowers should not exceed 10% of the plot
- The non-cultivation, up to 25% max of the plot may be left fallow each season

The term '**Soil fertility**' refers to the ability of a soil to sustain agricultural plant growth

The term '**Growing Season**' means the period of time from 1st April to 1st October.

The term '**Out of Season**' means the period of time from 2nd October to 31st March.

The term '**Rentable Year**' means the period from 1st October to 30th September.

The term '**Guest**' means any individual present on an allotment at the invitation of the tenant.

The term '**Structure**' means any building erected on the Allotment for storage purposes or to house animals irrespective of the materials, shape, height, length or width.