

Uffington Parish Council

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Uffington Parish Council

Allotment Gardens Tenancy Agreement

This Agreement made on **29th September** _____ between The Parish Council of Uffington Oxfordshire ('the Council') and the Tenant, _____ residing at _____.

1. Terms of Agreement

- 1.1 The Council shall let the Allotment Garden, plot _____ ("the Plot") to the Tenant from year to year on the basis of this agreement, the Notes below, the Plot Inspections Policy ("the Policy") and the Code of Conduct ("the Code").
- 1.2 The Tenant shall pay an annual rent of £25 per plot (subject to annual review by the Council). Each payment to be made on demand on the 29th day of September each year, to the Clerk of the Council. No work may take place on the Plot until payment is made.
- 1.3 This tenancy may be terminated by either party to this agreement serving on the other a written 28 day Notice to Quit. If the Council serves Notice to Quit, it should only do so having followed the procedure set out in the Policy. No refunds for part-years will be given.
- 1.4 Tenants shall automatically become members of the Uffington Allotment Holders Association ("the Association"). The Association is a member of the National Allotments Society ("NSALG"). Membership of the NSALG includes £50,000 of public liability insurance cover. If the Tenant wishes to 'top up' this insurance with a higher indemnity level they are free to make their own arrangements, but please inform the Council if you do so. In order for the insurance cover to become effective your name and address will be shared with the NSALG, who will share this with their insurer. They will not share your details with anyone else or use them for any other purpose apart from the administration of the Allotment Gardens.
- 1.5 The Tenant will not be liable for any rates, taxes, dues or other assessments which may at any time be levied or charged upon the Plot or the Allotment Gardens.
- 1.6 The Tenant shall normally reside within the Parish of Uffington or its neighbouring parishes during the continuance of the tenancy. If there are plots available and no waiting list, a tenant may rent a second plot, under the same conditions as above. However, there will be no renewal rights on a second plot if that second plot is required as their first plot by a resident of Uffington on the waiting list at the time of renewal.
- 1.7 Additional guidance to Tenants is covered in Policy and in the Code, which should be read in conjunction with this Agreement. By signing this Agreement the Tenant confirms agreement to the Policy and the Code.

2. Tenant's Obligations

2.1 During the tenancy the Tenant shall carry out the following obligations;

2.1.1 The Plot shall be kept in a tidy, cultivated condition.

2.1.2 The Tenant shall use the Plot only and wholly for the cultivation and production of fruit, vegetables and flowers for domestic use, and not for sale.

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2.1.3 No nuisance or annoyance shall be caused by the Tenant on the Plot or within the Allotment Gardens.

2.1.4 No livestock or poultry or animals of any kind shall be kept on the Plot or within the Allotment Gardens.

2.1.5 No dog shall be brought into or kept upon the Plot or within the Allotment Gardens.

2.1.6 No buildings, sheds, glasshouses, fences, animal enclosures, trees, fixed or paved pathways or masonry materials of any kind are allowed.

2.1.7 The Tenant shall not assign the tenancy or sub-let or part with possession of any part of the Plot.

2.1.8 The Tenant shall not obstruct any of the paths on the Allotment Gardens set out for the use of tenants.

2.1.9 The Tenant shall not cultivate, use or add to a plot in such a way as to discourage, deter or prevent any other person from wishing or being able to take over the tenancy of the Plot.

3. Breach of the Agreement

3.1 If the Tenant shall remain in breach of the Agreement for a period of 4 weeks or longer despite the service of a Notice to Remedy (see the Policy for further details), the Council reserves the right to clear or reduce vegetation and weeds on the Plot, including by covering or part covering the Plot, in order to prevent the spread of weeds, etc to other plots. The Council may also reclaim the Plot by service of a Notice to Quit on the expiry of which the tenancy shall come to an end. The Council will retain the right to claim damages or other cost incurred against a tenant (or former tenant) for or arising from any breach of the Agreement, the Code or the Policy and to recover any rent already due before such reclaim.

4. Service of Notices

4.1 Any notice required by the Agreement to be given to the Council shall be delivered to the Clerk of the Council or the Chair of the Council by email, and any notice to be given to the Tenant shall be posted or hand delivered to the Tenant's address at the head of this Agreement or sent by email to the email address provided by the Tenant to the Clerk to the Council. Any other communication concerning the cultivation and/or use of a plot may be made in person or by email to or by any of the officers of the Association, whose contact details are in Note 3.5 below.

5. Other Matters

5.1 Any others matters not specified in the Agreement will be resolved according to The Allotment Acts 1908-50.

6. Notes

6.1 Each plot is a nominal 100 square meters.

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- 6.2 A spare plot will be assigned on receipt of a request at the discretion of the Council by the date of request or, where the same, by drawing lots if the number of applicants exceeds the number of spare plots.
- 6.3 The tenancy will be allowed to continue year on year if required and if the Tenant has complied with the provisions of the Agreement, the annexed Policy and the Code. However, the Council will not demand nor accept an annual renewal of the tenancy if a plot is not in an acceptable state of tidiness and maintenance at the due date for renewal or where a Notice to Remedy has been served which has not been reasonably complied with in the opinion of the officers of the Association or a Notice to Quit has been served, which the Council has not agreed to withdraw or extend.
- 6.4 If there are more requests than vacant plots, a waiting list will be held for first refusal.
- 6.5 The officers of the UAHA for the current year are:
- Chair: Barry Godsell (barry.godsell@btinternet.com)
 - Vice Chair and Council representative: Nigel Puddicombe (nigel.puddicombe@uffington.net)
 - Secretary and Treasurer: Julia Evans (uffingtonpc.clerk@gmail.com)

Signed

For Uffington Parish Council

Signed

Tenant

Uffington Parish Council

Annex A

The Policy

1 Introduction

1.1 The Council expects all its tenants to fulfil their obligation by maintaining their plot(s) in good shape. The minimum standard required of our tenants is set out in the Agreement which all tenants sign on acceptance of a plot, accompanied by the Policy and the Code which help tenants to understand better what is required of them. This Policy assists the Council in maintaining the Allotment Gardens to the highest possible standards for the benefit of all allotment tenants and the village as a whole. The plot inspections process will not be rushed, as the intention is to provide guidance to tenants, where practical and when requested. The process is based around two general annual inspections that take place when plots should be under cultivation and specific additional inspections if in the opinion of the officers of the Association any plot is not maintained or cultivated, or a significant breach of the Agreement has occurred or is occurring.

2 The plot inspection process

2.1 Timing of inspections.

All plots are liable for inspection not less than in early May and in early August in accordance with Paragraph 3 of the Code.

2.2 What happens when breaches of the Agreement are identified.

When an inspection identifies a specific breach or breaches on a plot, one of two courses of action will follow:

2.2.1 For minor faults the Chair or Vice Chair of the Association will contact the tenant in person or via email to explain what action is required and by when

or

2.2.2 Where the problem is more serious the tenant will be sent by email a Notice to Remedy letter by the Clerk, which sets out what action is required and a date not more than 4 weeks hence by when this action must be completed. A follow-up inspection will be carried out by the Inspectors after that date to check that the tenant has completed (or at least substantially completed) the necessary action.

2.2.3 After the follow-up re-inspection the tenant will receive from the Clerk either:

- a) A Confirmation Letter that the plot is up to standard, or
- b) If the Tenant has requested one, a Letter confirming a suitable extension period (in the discretion of the Inspectors) to the Notice to Remedy period, allowing further time for the tenant to complete the necessary action to bring the plot up to standard, or
- c) A Notice to Quit, if in the opinion of the Inspectors no significant improvement is apparent, no extension of time has been requested nor an acceptable reason for

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default has been put forward by the Tenant to one of the officers of the Association.

2.2.4 In the interests of clarity and to promote fairness to both other tenants and to any applicant on the waiting list, a tenancy will not be renewed by the Council if:

- a) a plot is not in an acceptable state of tidiness and maintenance in the opinion of the officers of the Association at the due date for renewal or
- b) a Notice to Remedy letter has been served and not complied with or any agreed extension of time has not then expired and remedial work is incomplete or
- c) a Notice to Quit has been served.

2.3 Putting things right.

2.3.1 Tenants who receive a Notice to Remedy letter are given 4 weeks to address the problem(s) notified. In exceptional cases (e.g. illness, disability, working away from home), a tenant may request further time by contacting an officer of the Association in person or by email.

2.4 Repeat offenders.

2.4.1 Any tenant who receives three Notices to Remedy within a three-year period, regardless of the problems identified and their rectification, and then continues to fail to maintain their plot to the required standard will be issued with a Notice to Quit without further notice.

2.5 Eviction.

2.5.1 Tenants who fail to act on a Notice to Remedy without an acceptable reason or agreeing an extension of time, will be issued with a Notice to Quit by the Clerk. This will be so particularly where it is clear that the tenant has made little or no effort to keep the plot in good order – preparation, cultivation and general maintenance of a plot being the main benchmarks. Eviction will be in accordance with the Agreement, the Policy and the Code. However, despite the service of a Notice to Quit, a tenant may still complete the required work and ask the Council to withdraw the notice to quit or ask the officers of the Association to consider any reasonable extension of time to enable the tenant to complete the required work.

2.6 Recovery costs.

2.6.1 In cases where a tenant either resigns or is served with Notice to Quit and the plot concerned is left in a state of severe neglect or contains items that are not conducive to ready use or cultivation by another tenant, the Council may levy a charge to clear the plot and remove any such items. The tenant (or former tenant) will be notified in writing of the amount to be charged.

3 Appeals.

3.1 Any tenant who feels that (s)he has been treated in an unfair manner during the plot inspection process or the ensuing steps may appeal by contacting the Chair of the Council by letter or email, who will then arrange for an independent arbitration to be carried out. This will include consideration of:

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3.1.1 A full audit trail of the process followed and all communications between the Council and/or the Association and the tenant.

3.1.2 Although any plot inspection will by nature be subjective, the inspection mechanism followed, which the Association intends should be as transparent and fair as possible and should allow areas of concern and improvements required to be presented and explained to and then addressed by the tenant.

3.1.3 The opportunity for the tenant to discuss problems or issues at the relevant stage with the Inspectors, the officers of the Association and latterly the Parish Clerk/Chair of the Parish Council.

4 Service of notices and letters.

4.1 Any notices or letters to the Tenant (or former tenant) under this Code or Policy may be sent by post or hand delivered to the address shown at the top of the Agreement or sent by email to the email address provided by the Tenant or former tenant to the Clerk of the Association, which information may be shared with the other officers of the Association.

4.2 Any notice or other communication from a Tenant (or a former tenant) to the Council may be sent by email to the Parish Clerk or the Chair of the Council.

4.3 Any notice or other communication from the Tenant or a former tenant for the Association may be sent by email to any of the officers of the Association using the contact details set out in the Notes to the Agreement.