

WALTON PARISH COUNCIL

ALLOTMENTS ACT, 1908 TO 1950

TENANCY CONDITIONS (INC. GUIDELINES ON BONFIRES)



1. INTERPRETATION OF TERMS

Throughout these conditions the expressions 'THE COUNCIL' shall mean WALTON PARISH COUNCIL and includes any Committees of the Council or any allotment managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act, 1972.

2. DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF ALLOTMENT GARDENS

Allotments may be let at the discretion of the Council to any suitable applicant residing in the Milton Keynes Unitary Authority area but precedent will be given to those residing or working within the Parish of Walton.

3. RENT

The rent payable for each plot during the first year of tenancy shall be such as may be notified in writing by the Council to the tenant before the commencement of the tenancy. Thereafter the rent for each plot shall be such sum as the Council shall fix from time to time. Any varied rent shall become payable from 1st April in any year provided that notice of such varied rent shall be given by the Council not later than the 1st day of January in any year and provided further that if the tenant shall be unwilling to accept such varied rent he may serve a counter notice on the Council not later than one month from the date of service of the Council's notice which said counter notice shall have the effect of terminating the tenancy of the allotment with effect from the 1st day of April immediately following.

4. GENERAL CONDITIONS UNDER WHICH ALLOTMENT GARDENS ARE TO BE CULTIVATED

The tenant of an allotment garden shall comply with the following conditions:-

- (A) He/she shall keep the allotment garden clean and in good state of cultivation and fertility and in good condition.
- (B) He/she shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment garden, or the paths which divide individual plots.
- (C) HE/SHE SHALL NOT UNDERLET, ASSIGN, OR PART WITH THE POSSESSION OF THE ALLOTMENT GARDEN, OR ANY PART OF IT, WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.
- (D) He/she shall not, without written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any material, gravel, sand or clay.

- (E) He/she shall not, without the written consent of the Council, erect any building on the allotment garden.
- (F) He/she shall not use barbed wire for a fence adjoining any path set out by the council for use of the occupiers of the allotment gardens.
- (G) He/she shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.
- (H) He/she shall observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice to applicants for the allotment garden is given in accordance with these rules.
- (I) He/she shall not plant fruit trees, bushes or canes, on the allotment garden within five feet of the boundaries of the allotment garden in the case of soft fruits, and within ten feet of such boundaries in the case of other fruits, other than those planted by the Council without prior consent of the Council.
- (J) He/she shall not deposit or allow other persons to deposit on the allotment garden any refuse or place any matter in the hedges, ditches or dykes situated in the allotment field of which the allotment forms part, or on the adjoining land.
- (K) He/she shall not cause to be brought into the allotment field any dog unless the dog is held on a leash, and shall not keep chickens or other animals on the allotments without prior consent of the Council.
- (L) He/she shall not drive motor vehicles on other than the main ridings and then only for the delivery of manure, compost or other fertilizers and collection of produce. He/she shall not obstruct the riding by any motor vehicle or cart.
- (M) He/she shall not use or attach hose pipes with or to the water points in the allotment.
- (N) He/she shall not siphon water from any adjoining canal.
- (O) He/she shall not use water from any of the water points on the allotment for car washing or for any other purpose other than for irrigation of the allotment garden.

5. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the annual rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:-

(A) If the rent is in arrears for not less than 60 days

OR

(B) If the tenant is not duly observing the Rules affecting the allotment garden or any other terms or condition of his/her tenancy, or if the tenant shall be convicted of theft from an allotment site, or after one month's notice on account of the allotment being required for any period other than agriculture for which it was acquired by the Council or for any building or engineering works in connection with such purpose, and upon such termination the tenant shall not be entitled to any refund of rent paid in advance but shall remain liable for rent to the date of re-possession by the Council.

The tenancy may also be terminated by the Council or tenant by twelve months' notice in writing expiring on or before the 31st day of March or on or after 1st day of October in any year. In the event of a tenancy being terminated upon a conviction as mentioned above the tenant so convicted shall not hold any further tenancy of an allotment at any time.

6. SERVICE OF NOTICES

Any Notice may be served on a tenant either personally or by leaving it at his last known place of abode, or by registered letter addressed to him/her there, or by fixing the same in some conspicuous manner on the allotment garden.

7. DISPUTES

Should any dispute arise between allotment holders or outgoing and incoming tenants, the same to be referred to the Parish Council whose decision shall be final.

8. NOTICES TO BE GIVEN FOR LETTING OF ALLOTMENT GARDENS

The Council shall give public notice by whatever means they shall consider most expedient setting forth particulars as to any allotment gardens they propose to let. Such notice shall specify the allotment gardens to be let, the rent to be paid for the same, the address to applications for lettings are to be made and the last day for receiving applications. If the tenant is to pay for tenant right or compensation for improvements this fact and the amount shall be stated in the notice, if ascertained at the date of giving notice.

9. CONDITIONS AS TO LETTING OF THE ALLOTMENT GARDENS

The Council shall not let any allotment garden unless and until that which they propose to let the same has been duly given pursuance of the rule in that behalf at least two weeks before the last day for receiving an application for such allotment garden.

In letting an allotment garden for which there are two or more applications that are in the opinion of the Council eligible to become tenants and able to keep the allotments in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment garden and who resides or works within the Parish of Walton.

10. AGREEMENT FOR LETTING

An agreement for letting an allotment garden may be signed by the Council or the Clerk of the Parish who is duly authorised by the Council in that behalf.

11. POWER TO INSPECT ALLOTMENT GARDENS

Any Member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect any allotment garden.

12. CHANGE OF ADDRESS

The tenant shall give notice in writing to the Clerk or Chairman of the Council any change in his/her address within 28 days of such change.

13. USE OF SEWAGE SLUDGE ON ALLOTMENTS

Sewage sludge cannot be used on these allotments because of the close proximity of local housing.

14. CAR PARKING

Suitable car parking has been provided to allotment holders within the boundaries of the allotment site which should be used at all times. If it becomes necessary to park in adjacent roadways then only do so in such a way that it will not cause a nuisance to local householders.

15. NOISE

Please be aware, at all times, the proximity of adjacent housing. Allotment holders are requested to keep any noise to acceptable levels. Particularly after sunset when very young children may be trying to sleep.

16. GUIDANCE ON BONFIRES

Below are guidance notes which may be of assistance to you particularly in respect of the situation regarding smoke nuisance caused by bonfires.

- (A) Compost as much garden rubbish as possible, large woody cuttings etc that are unsuitable for composting should be thoroughly dried before being burnt. A quick, hot fire will produce the absolute minimum of smoke.
- (B) Please remember your neighbours, and do not light a bonfire if the wind is going to cause a nuisance to anyone, especially those living in adjacent housing.
- (C) Do not light a fire within an hour of sunset or leave it alight later than one hour after sunset, when weather conditions often cause smoke to hang in the air.
- (D) No fire should be left unattended, never leave a fire to smoulder, but douse with soil or water.
- (E) As an alternative, the garden refuse can be taken to a Milton Keynes Amenity sites which are situated throughout the area and the addresses of these sites can be obtained from Milton Keynes Council
- (F) Under no circumstances should household rubbish be added to a garden bonfire.

In order that you are aware of the basic law about bonfires the following is the present legal situation.

Under Section 16 of the Clean Air Act 1956, a smoky bonfire could be actionable. If the Local Authority is satisfied that a nuisance has occurred, and even though it has temporarily ceased, it is likely to recur, the Authority may apply to the Magistrates' Court for a Nuisance Order. A bye-law does NOT exist in this area which permits bonfires between certain hours.

The penalty for contravention of the above Section 16 could result in a fine up to £2,000 and a daily penalty up to £50 if the offence is repeated following earlier conviction. These fines are subject to change).