

⌘ Blacksmith Lane Allotments Terms & Conditions ⌘

1. Renting conditions

- a. The Tenant must be a resident of Prestbury Parish and be over 18 years of age. A waiting list will be maintained; if no Prestbury parishioner requires an allotment, allotments may be offered to residents living one mile outside the Parish boundary.
- b. The Tenant must pay the rent in advance for the year 1 April to the 31 March. Payment is due on the 1 April each year during the continuance of the tenancy. Allotments let during the year invoiced on a pro-rata basis for the first year.
- c. Prestbury Parish Council will review rent annually; any increase will be communicated to Tenants providing a minimum of 3 months' notice.
- d. The allotment must not be sublet, sub-divided or the tenancy transferred to a third party without the express consent of Prestbury Parish Council Allotment Committee. This provision does not preclude the Tenant from obtaining assistance from family or friends to help with the maintenance of their allotment.
- e. At the termination of the Tenancy Agreement by the Tenant the allotment can be transferred to the Tenant's spouse, children (over 18), or civil partner. If the Tenancy Agreement is terminated by the Parish Council, no such transfer is allowable. (See *Termination of Tenancy Agreement Para 4*).
- f. The Tenant must ensure that the plot number is clearly displayed.
- g. The Tenant will permit access to any Officer of the Council for the purpose of inspection and to ensure compliance with these Terms and Conditions.
- h. It is the Tenant's responsibility to ensure their own safety and the safety of all their personal visitors to the allotment and to have due regard to the safety of other Tenants and all visitors to the allotment site. **The Parish Council does not accept responsibility for any accident or injury to Tenants or visitors to the allotment site or to their property.** No person under 16 should visit the allotment site without proper supervision by the Tenant. The speed limit on the site is 5 MPH.
- i. Tenants should not cause or permit any nuisance or annoyance to the occupier of any other allotment. Neither should the Tenant obstruct any path or roadway set out by the Parish Council.
- j. Dogs are permitted on the allotment but must be kept on a lead at all times. Dog faeces must be picked up by the owner and removed from the allotment site.
- k. Any dispute between Tenants must be referred to the Allotment Committee, whose decision shall be final.

2. Cultivation and upkeep

- a. These Terms and Conditions place on the Tenant a requirement to maintain the allotment in good condition. The Tenant shall keep the allotment reasonably free of weeds, shall insure the soil is well manured to preserve future fertility and that regard is given to general tidiness.
- b. A minimum of 75% of the area of the allotment shall be cultivated with vegetables, fruit, herbs and cut flowers. Produce surplus to requirements may be sold, but the growing of

produce for commercial purposes is strictly prohibited and will result in the termination of the Tenancy Agreement.

- c. Soft fruit trees on dwarf rootstock are permitted, maximum of three per plot. Nut trees, ornamental trees and ornamental shrubs are not permitted.
- d. The Tenant is responsible for the maintenance of any pathways and hedges bordering their allotment (except main roadways). Plots must not be fenced and plots with a border adjoining the allotment site perimeter must maintain a 0.5m minimum access strip of clear ground for maintenance. No access to the allotment site is permitted except via the vehicle and pedestrian gates from Blacksmith Lane.
- e. Water is provided for the irrigation of crops using a watering can. The syphoning of water from the water troughs is strictly forbidden. The water is turned off between November and April.
- f. The Allotment Committee must give prior written consent to erect or replace any building or structure on the allotment. Foundations constructed of concrete or brick are not permitted. All structures erected on an allotment must be maintained in good condition by the Tenant. The maximum permitted size for a shed or greenhouse is 6 feet by 8 feet. Applications for the erecting of Polytunnels must include, size, details of the structure and what provision is proposed to harvest rainwater. Permission must be sought before creating or installing a pond or water feature. In the interested of security, Tenants are advised to either remove all tools from the Allotment or to provide locked storage.
- g. The use of any carpet for weed control is prohibited. Short-term, use of proprietary weed control fabric or tarpaulin may be used in Spring.
- h. 2.h. Bonfires or any other type of burning, including burning in garden incinerators, is only permitted between the 1 November and 31 March and then only at weekends (Saturday and Sunday) or after 18:00 or during school holidays/half-terms. The Tenant should be mindful of the potential nuisance and only burn material that is dry, and that has originated from their allotment. Bonfires must not be left unattended and must be extinguished before leaving the Site. **The burning of any material containing bituminous substances (tar/pitch), paint or any solvent is strictly prohibited. Any Tenant who contravenes these conditions will be subject to action by Prestbury Parish Council and/or Cheltenham Borough Council.**

3. Prohibited on the Allotment

- a. No animals or livestock of any kind may be kept upon the allotment, except hens and/or rabbits to the extent permitted by Section 12 Allotments Act 1950: and then only with the prior written consent of the Allotment Committee.
- b. The Tenant must not deposit or allow any other person to deposit on the allotment any refuse or decaying matter (except manure).
- c. The storage of dangerous chemicals (pesticides/herbicides), gas bottles and flammable liquids on the allotment is prohibited.
- d. The use of barbed or razor wire, or similar dangerous material is strictly prohibited.
- e. Do not bring any firearm (including air-rifles) or other weapons onto the allotment site.
- f. The Tenants must not erect or display any advertisement on their allotment without prior written permission from the Allotment Committee.
- g. Fireworks must not be stored or used on the allotment site.
- h. Tenants are not permitted to camp or stay overnight on the allotment site. No caravans or camper vans of any type to be parked overnight anywhere on site.
- i. Barbecues (charcoal, gas, wood chip or disposable) are not permitted on the allotment site.

4. Termination of Tenancy Agreement

- a. Compliance with these Terms and Conditions provides the Tenant with unfettered access and use of their allotment.
 - b. The Tenancy Agreement can be terminated by any of the following means:
 - i. at any time by the Tenant giving notice to the Parish Council Allotment Committee in writing, of their intention to give up their annual Tenancy Agreement,
 - ii. if it appears to the Allotment Committee that there has been a breach of the Terms and Conditions and that no adequate response has been received following two warning emails/letters to the Tenant relating to the infringement,
 - iii. if the rent or part thereof is in arrears for more than forty days, whether legally demanded or not,
 - iv. as a result of disrespectful, inappropriate, or abusive behaviour towards Prestbury Parish Council staff, Councillors, Allotment Representatives or other Tenants. The Parish Council will not tolerate abuse in any form whether in person, by email or on the telephone.
 - c. On the death of a Tenant, the Tenancy Agreement will be terminated at the end of the month. See Rental Conditions paras 1.d. and 1.e. for details of Tenancy Transfer. If the tenancy is transferred, no further payment is required.
5. These Terms and Conditions were last updated on 21 March 2024. It may be necessary from time to time to amend these Terms and Conditions. If you have a printed copy, please check the website for the latest version. Printed copies can be requested from Prestbury Parish Council Office.