

WOODBURY PARISH COUNCIL
ALLOTMENTS COMMITTEE
27th February 2017

Dear Member

You are hereby summoned to attend a meeting of the Allotments Committee to be held in the Church Rooms, Woodbury on **Monday 27th February 2017 commencing at the conclusion of the Planning Committee**. The business to be transacted at the meeting is set out below. Members of the public are welcome to attend this meeting.

A G E N D A

1	APOLOGIES FOR ABSENCE: To receive any apologies for absence
2	DECLARATIONS OF INTEREST: To receive any declarations of interest
3	ACCOUNTS & FINANCES: To receive the current financial report (attached).
4	REPORTS: To receive any reports on the allotments
5	WOODBURY ALLOTMENT SITE: To consider any amendments to the Allotment Agreement wording including the sizes of sheds & greenhouses as a request has been received to increase this to 6' X 4'. To discuss bonfire lighting restriction times To identify any untended or untidy plots with action as necessary To discuss and vacant plots and to receive/note the current waiting list
6	WOODBURY SALTERTON ALLOTMENT SITE: To consider any amendments to the Allotment Agreement wording including the sizes of sheds & greenhouses as a request has been received to increase this to 6' X 4'. To discuss bonfire lighting restriction times To identify any untended or untidy plots with action as necessary To discuss and vacant plots and to receive/note the current waiting list

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WOODBURY AGREEMENT

AN AGREEMENT made the DATE between Woodbury Parish Council (hereinafter called "the Parish Council") by the hand of , its Clerk and duly Authorised Agent on the one part and NAME AND CONTACT DETAILS (hereinafter called "the Tenant") of the other part.

WHEREBY

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy of the allotment garden numbered **XXX** on the Council's allotment site off Oakhayes Road/Pound Lane, Woodbury, Devon at the rental of **£15.50** per annum or part thereof and subject to the provisos and conditions hereinafter contained and to the Allotments Acts 1908 to 1950.
2. The Tenant hereby agrees with the Council as follows:
 - a) to pay the rent hereby reserved by standing order on the first day of January in every year during the continuance of this tenancy without any deductions whatsoever (payment made later than 31st March in the year in which the rental is due will incur a 10% additional charge). To pay a one-off deposit equal to one year's rental, to be returned to the tenant at the termination of the tenancy provided the allotment plot has been maintained in accordance with this agreement and is returned in weed-free condition with no monies owing to the Parish Council relating to the plot whatsoever.
 - b) to use the allotment garden as an allotment garden and for no other purpose.
 - c) to keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included or abutting thereon reasonably free from weeds and to maintain in a good condition and to a reasonable width any access path adjoining the allotment on its southern side and no to encroach thereon.
 - d) not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for use of the occupiers of the allotment garden within the said allotment site.
 - e) not to underlet, assign or part with the possession of the allotment garden or of any part thereon without the prior consent in writing of the Council.

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- f) not without the prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay
- g) not to erect any building or structure over 1 metre in height on the allotment garden plot, apart from a water butt which must not exceed more than 205 litres in capacity.

2. The Tenant hereby agrees with the Council as follows: (cont)

- h) not to erect any fence of barbed wire adjoining any path set out for use of occupier of the allotment garden
- i) not without the previous consent in writing of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- j) not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in any hedges or elsewhere situated within the said allotment site or in any adjoining land
- k) to ensure that any dog brought into the said allotment site is securely held on a short leash and kept under proper control
- l) not to keep any animals or livestock of any kind upon the allotment garden
- m) not to erect any notice or advertisement in the allotment gardens
- n) to notify forthwith the Parish Council of any change of address of the Tenant
- o) to yield up the allotment garden at the determination of the tenancy hereby created in such conditions as shall be in compliance with the Agreement herein contained
- p) to permit any officer or other agent or representative of the Parish Council to enter on the allotment garden and inspect the condition thereof

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- q) not to permit any vehicle of any kind to be driven onto the allotment site except for the express purpose of delivering or collection of manure and heavy equipment
 - r) not to park any vehicle on Oakhayes Road, Pound Lane or Bonfire Hill whilst working on the allotment garden or allotment site
 - s) to observe and perform any other special conditions which the Parish Council considers necessary to preserve the allotment garden from deterioration of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
3. The Parish Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Parish Council or any person claiming under or in trust for the Parish Council
4. This tenancy shall determine on the death of the Tenant and may also be determined in any of the follow manners:
- a) by either party giving to the other three months previous notice in writing
 - b) by re-entry by the Parish Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required (1) for any purpose not being the use of the same for agriculture for which it has been appropriated under a statutory provision or (2) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
 - c) by re-entry by the Parish Council at any time after giving one months previous notice in writing to the Tenant (1) if the rent of any part thereof is in arrears for not less than forty days whether legally demanded or not or (2) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained or (3) if the Tenant shall become bankrupt or compound with his creditors.
5. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden. Any notice required to be given by the Tenant to the Parish Council shall be sufficient served if signed by the Tenant and sent by prepaid post or email to the Clerk of the Council.

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6. The Tenant shall on determination of the tenancy be entitled to compensation only in the events and to the extent prescribed by section 2 of the Allotments Act 1922 and by Section 3 of the Allotments Act 1950 but not further or otherwise.
7. The Parish Council shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.

AS WITNESS with hands of the parties hereto the day and year first before written

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Clerk to the Council
woodburyparishcouncil@gmail.com
Greenside, Greenway, Woodbury EX5 1LP
01395 233791

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Witness

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Tenant

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Witness

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WOODBURY SALTERTON AGREEMENT

AN AGREEMENT made the 1st February 2017 between **Woodbury Parish Council** (hereinafter called "the Council") by the hand of its Clerk and duly Authorised Agent on the one part and ***** (hereinafter called "the Tenant") of the other part

WHEREBY

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy of the allotment garden numbered **3** on the Parish Council's allotment site off Stony Lane, Woodbury Salterton, Devon at the rental of £20.00 per annum or part thereof and subject to the provisos and conditions hereinafter contained and to the Allotments Acts 1908 to 1950.
2. The Tenant hereby agrees with the Council as follows:
 - a) to pay the rent hereby reserved **by standing order** on the first day of January in every year during the continuance of this tenancy without any deductions whatsoever (payment made later than 28 February in the year in which the rental is due will incur a 10% additional charge). To pay a one-off deposit equal to one year's rental, to be returned to the tenant at the termination of the tenancy provided the allotment plot has been maintained in accordance with this agreement and is returned in weed-free condition with no monies owing to the Parish Council relating to the plot whatsoever.
 - b) to use the allotment garden as an allotment garden and for no other purpose.
 - c) to keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included or abutting thereon reasonably free from weeds and to maintain in a good condition and to a reasonable width any access path adjoining the allotment on its southern side and no to encroach thereon.
 - d) not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for use of the occupiers of the allotment garden within the said allotment site.
 - e) not to underlet, assign or part with the possession of the allotment garden or of any part thereon without the prior consent in writing of the Council.

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- f) not without the prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay
- g) not to erect any building or structure larger than 6ft x 3ft on the allotment garden plot without the permission of the Parish Council, apart from a water butt which must not exceed more than 205 litres in capacity. Any building must be made of timber and be kept in good condition so as not to affect the amenity of neighbours

2. The Tenant hereby agrees with the Council as follows: (cont)

- h) not to erect any fence of barbed wire adjoining any path set out for use of occupier of the allotment garden
- i) not without the previous consent in writing of the Parish Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- j) not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in any hedges or elsewhere situated within the said allotment site or in any adjoining land
- k) to ensure that any dog brought into the said allotment site is securely held on a short leash and kept under proper control
- l) not to keep any animals or livestock of any kind upon the allotment garden
- m) not to use the allotment garden or any part of it to buy and sell garden produce, carry on a trade or business or to store any article not normally used in husbandry
- n) not to erect any notice or advertisement in the allotment gardens
- o) to notify forthwith the Parish Council of any change of address of the Tenant
- p) to yield up the allotment garden at the determination of the tenancy hereby created in such conditions as shall be in compliance with the Agreement herein contained

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- q) to permit any officer or other agent or representative of the Parish Council to enter on the allotment garden and inspect the condition thereof
 - r) not to permit any vehicle of any kind to be driven onto the allotment site except for the express purpose of delivering or collection of manure and heavy equipment
 - s) to use only the allocated parking spaces within the allotment site and not to park any vehicle on Stony Lane whilst working on the allotment garden or allotment site
 - t) to observe and perform any other special conditions which the Parish Council considers necessary to preserve the allotment garden from deterioration of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
3. The Parish Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Parish Council or any person claiming under or in trust for the Parish Council
4. This tenancy shall determine on the death of the Tenant and may also be determined in any of the follow manners:
- a) by either party giving to the other three months previous notice in writing
 - b) by re-entry by the Parish Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required (1) for any purpose not being the use of the same for agriculture for which it has been appropriated under a statutory provision or (2) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
 - c) by re-entry by the Parish Council at any time after giving one months previous notice in writing to the Tenant (1) if the rent of any part thereof is in arrears for not less than forty days whether legally demanded or not or (2) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained or (3) if the Tenant shall become bankrupt or compound with his creditors.
5. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden. Any notice required to be given by the Tenant to the Parish Council shall be sufficient served if signed by the Tenant and sent by prepaid post or email to the Clerk of the Council.

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- 8. The Tenant shall on determination of the tenancy be entitled to compensation only in the events and to the extent prescribed by section 2 of the Allotments Act 1922 and by Section 3 of the Allotments Act 1950 but not further or otherwise.
- 9. The Parish Council shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.

AS WITNESS with hands of the parties hereto the day and year first before written

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Clerk to the Council
woodburyparishcouncil@gmail.com
Greenside, Greenway Woodbury EX5 1LP
01395 233791

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Witness

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Tenant

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Witness