

ALLOTMENT ACTS 1908 - 1950  
CHEDDINGTON PARISH COUNCIL  
TENANCY CONDITIONS IN RESPECT OF THE ALLOTMENT GARDENS  
AT CHURCH LANE, CHEDDINGTON

**The tenant of an allotment garden must comply with the following general conditions of letting:**

1. To keep the allotment garden clean, free from weeds and well-manured and otherwise maintained in a good state of cultivation and fertility and in good condition, and keep any pathway or cart-track included therein or abutting thereon, or, in the case of any pathway or cart-track abutting on the allotment garden and any other allotment garden or allotment gardens, the half-width thereof, reasonably free from weeds.
2. Not to 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 gardens.
3. Not to underlet, assign or part with the possession of the allotment garden or any part of it, without the written consent of the Council.
4. Not, without the written consent of the Council, to take, sell, or carry away any mineral, gravel, sand or clay or topsoil.
5. To keep every hedge that forms part of his allotment garden properly cut and trimmed.
6. Not to erect a shed, hut, greenhouse or any building on the allotment garden. Tool storage boxes no more than 4 feet in height are permitted.
7. Except on Orchard Plots (see Rule 8 below) not to plant any trees on the allotment garden without the written consent of the Council. Only fruit trees from dwarf rootstock may be allowed. Trees must not be planted near the side path and must be far enough inside the plot, so that when fully matured, they do not overhang the path or neighbouring allotments. At the Council's discretion only 1 dwarf tree will be allowed per quarter plot. All trees must be removed before vacation of a plot, unless the incoming tenant has agreed with the Allotment Warden to retain the trees.
8. Orchard plots are let for the purpose of planting and cultivating fruit trees of rootstock no larger than MM106 for apples, Quince C for pears and St Julien A for plums or similar semi-dwarf rootstock for other species. Trees are to be adequately staked and pruned regularly.
9. Not to keep any animals on the land, except in pursuance of the written consent of the Council.
10. Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
11. As regards the allotment garden, to observe and perform all conditions and covenants (if any) under which the Council holds the land either by freehold or leasehold tenure.
12. Not to deposit or allow other persons to deposit on the allotment garden any refuse, or place any matter in the hedges or ditches situated in the allotment field of which the allotment garden forms part, or on the adjoining land.
13. Not to bring or cause to be brought into the allotment field of which the allotment garden forms part any dog, unless the dog is held on a leash and effectively restrained. Any fouling by the dog is to be cleared up immediately and disposed of in the bins provided by the Council.
14. Not to bring any child onto the allotment field unless under the close supervision of the allotment holder. The Council cannot be responsible for any accident involving the child howsoever caused.

15. To observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration, and of which notice to tenants and applicants for the tenancy of an allotment garden is given in accordance with these rules.

PAYMENT OF RENT

14. The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly on a date specified by the Council.

POWER TO INSPECT ALLOTMENT GARDENS

15. 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.

TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

16. (1) The tenancy of any allotment garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates.
- (2) It may also be terminated by the Council by re-entry after one month's notice:
- a. if the rent is in arrear for not less than forty days, or
  - b. if the tenant is not duly observing the rules affecting the allotment gardens or any other term or condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors.
- (3) The tenancy may also be terminated by the Council or tenant by twelve months' notice in writing expiring on or before 6<sup>th</sup> April or on or after 29<sup>th</sup> September in any year.
- (4) The tenancy may also be terminated by the Council by re-entry after three months' notice in writing on account of the allotment garden being required:
- a. for any purpose (not being the use of the same for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision, or
  - b. for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

EXEMPTION OF CERTAIN LETTINGS FROM THESE RULES

17. These rules shall not apply to any land let or an Association or Society or to any allotment garden which the Council, under special circumstances (to be recorded in its Minutes) may exempt from these rules, but shall apply, except as aforesaid, to an allotment garden though held under a tenancy made before these rules came into operation, but not so as to affect any right to compensation for an improvement executed before these rules came into operation.

SERVICE OF NOTICES

18. 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 there, or by fixing the same in some conspicuous manner on the allotment garden.

**November 2010**

**In consideration of the Parish Council granting me a tenancy of Allotment Plot No.....**

**/Orchard Plot No ..... I undertake to comply with the above Rules.**

**Signed:** .....

**Name:** .....

**Date:** .....