

ALLOTMENT ACT 1908 to 1950 TENANCY CONDITIONS

INTERPRETATION OF TERMS

1. Throughout these conditions and expression " the Council" shall mean the Council of the Parish of Great Linford and includes any Committee of the Council or any allotment mangers appointed by the Council under the Allotments Acts 1908 to 1950 and the Local Government Act 1972.

DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT GARDENS

2. Allotments may be let at the discretion of the Council to any suitable applicant residing in the Parish of Great Linford.

RENT

3 The rent payable for each plot during the first year of tenancy shall be such sum 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 fix from time to time. Any varied rent shall become payable from the 1st April in any year provided that notice of such varied rent shall be given by the Council not later than the 1st January in any year and provided further that if the tenant shall be unwilling to accept such varied rent 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 effect of terminating the tenancy of the allotment with effect from 1st of April immediately following.

GENERAL CONDITIONS UNDER WHICH ALLOTMENT GARDENS ARE TO BE CULTIVATED

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

- (i) He/she shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
- (ii) 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 use of the occupiers of the allotment garden, or the paths which divide individual plots.
- (iii) **HE/SHE SHALL NOT UNDERLET, ASSIGN OR PART POSSESSION OF THE ALLOTMENT GARDEN, OR ANY PART OF IT, WITHOUT WRITTEN CONSENT OF THE COUNCIL**
- (iv) He/she shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.

- (ii) If the tenant is not duly observing the rules affecting the allotment garden or any other term or condition of his tenancy or if the tenant shall be convicted of theft from the allotment site, or after one months notice on account of the allotment being required for any period other than agriculture for which it was acquired by the Council or any buiding or engineering works in connection with such purpose, and upon such termination the tenant shall not be entitles to any refund of rent in advance but shall remain liable for rent to the date of the re-possession by the Council.

The tenancy may also be terminated by the Council or the tenant by twelve months notice in writing on or before the 6th day of October or on or after the 31st day of March in any year. In the event of a tenacy being terminated upon conviction as mentioned above the tenant so convicted shall not hold any further tenacy of an allotment at any time thereafter.

SERVICE OF NOTICES

6. 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.

DISPUTES

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

NOTICES TO BE GIVEN FOR LETTING OF THE ALLOTMENT GARDENS

8. The Council shall give public notice by whatever means they shall consider most expedient setting forth particulars as to any allotment garden 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 where applications for letting are to be made and the 1st day for receiving applications. If the tenant is to pay 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.

CONDITIONS AS TO LETTING OF THE ALLOTMENT GARDENS

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

10. In letting an allotment garden for which there are two or more applicants who are in the opinion of the Council's Clerk 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.

AGREEMENTS FOR LETTING

11. An agreement for letting an allotment garden may be signed by the Council's Clerk or any other officer of the Council duly authorised by the Clerk in that behalf.

POWER TO INSPECT ALLOTMENT GARDENS

12. 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.

The Great Linford Parish Council does not accept any responsibility for the loss or damage of produce or equipment from any allotment plot or garden.

CHANGE OF ADDRESS

13. The tenant shall give notice in writing to the Clerk of any change in address within 28 days of such change.

ANGLIAN WATER AUTHORITY

14. The Anglian Water Authority has a right of access at any time to its buried water mains. The Council accepts no responsibility for loss of crops or damage to buildings etc., caused either by the activities of the Anglian Water Authority employees or by water from burst mains.

BRITISH GAS

15. British Gas has a right of access at any time to its buried gas mains. The Council accepts no responsibility for loss of crops or damage to buildings., caused by the activities of British Gas employees or by gas from burst mains.

Amended March 1998