

Fretherne with Saul Parish Council

June 2014

Dear allotment holder

Please find enclosed the annual tenancy agreement , updated plot finder with names, and this request for payment of your 2014 **rent of £8**. This will rise next year to £10 for parishioners and an estimated £14 for non parishioners (which will reflect the actual cost to the council).

Following my letter to all allotment holders in March, 32 out of 33 questionnaires were returned. As a result, **6 allotments were returned** to the council for distribution amongst those on the waiting list. My **thanks go to Penny and Guy Delotz, Jane Bolton, Trevor Thomas, Saul Playgroup and Terry Cripps** for their gracious actions. I would also like to thank **John Triffit** for allowing the Playgroup to use two raised beds at the end of one of his own plots. On the subject of thanks, I would also like to thank **Tony Dangerfield and Andy Morris** for their helpful advice which helped me to put together the letter and questionnaire in the first place.

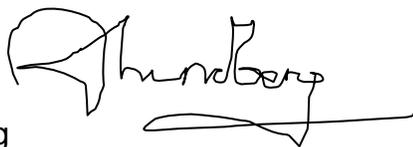
The attached plan, shows the **new tenants names with plots shaded grey**. I am sure you will offer them a **warm welcome** to the allotment community with help and advice to get them started. As I delivered or received the forms, I managed to meet a great many of you, and thank you for your **kind and encouraging words, good ideas** and for conveying your general passion for both the people and the allotments themselves. It has made me realise what a **rich and diverse community** the allotment users really are!

Feedback and comments on the questionnaire were returned with many forms and these are shown **on the attached comments sheet**. There were **8 volunteers for the user group**. A first meeting is being organised for the User group .Over the coming months the user group will review this feedback along with some of the questions posed in my earlier letter. How they get on and what it all looks like will be communicated in the due course of time

In the mean time, would like to point out that we will be conducting **periodic inspections** of all allotments to ensure the requirement of the agreement is maintained – “ The Tenant shall keep plots in good order clean and free from weeds so that no nuisance shall be caused to other Tenants”. Failure to adhere to this obvious and fair requirement could result in the termination of an agreement.

Please sign and return the annual renewal agreement along with your £8 annual rent to the clerk, **Mrs Helen Jenkins, at the above address**. Here's wishing everyone a great growing season with plenty of sun and just the right amount of rain!

Kind regards



Andy Lundberg
Chairman, Fretherne with Saul Parish Council
07984043248

Summary of feedback on questionnaires

(note some of this is paraphrased to save space)

Ref	Comment	Feedback
1	Can we have an area for leaving surplus produce or unwanted tools for others	Good ideas for the User group to develop
2	Can we have a notice board to advertise second hand equipment etc	
3	Can we have another stand pipe further down the track	
4	Could we arrange a Social evening / BBQ or annual produce show	
5	Could we have a communal compost area and or manure area	
6	We could do with somewhere to park cars?	
7	I would happily pay more than £6 pa for my allotment – its ridiculously cheap!	The rent will increase to £8 this year and then £10 next year for Parishioners and actual cost (about £14) for non parishioners
8	Can the dripping tap on the standpipe be mended to stop wasting water	Parish council will sort this out
9	Could the willow and ash trees be pollarded at the end of the path / field	Council will consider this major piece of work
10	Can the paths be mowed regularly please	The council will review current arrangements
11	Going forward, allotments should only be allocated to parishioners , and people who leave the Parish should not be able to keep them forever, but maybe 2 years or do.	This is something the User group will consider for the new Policy. However, the allotments user community is a very rich and organic thing. With some non parishioners having allotments for 35 years. They have blood and sweat in that soil!
12	People should not be allowed to grow weeds that spread to other allotments	The Tenancy agreement doesn't cover several things such as -how to allocate spare plots to people on the waiting list (same priority to a non parishioner with 2 plots or a parishioner without a plot ?) - what does “ good order – clean and free from weeds” mean – what level of cultivation is acceptable to both be fair to a neighbor and to justify someone keeping their allotment -There is no mention of how inspections will take place and how a breach of contract would be determined or remedied.
13	The allotment next to mine hasn't been cultivated for years and shouldn't be wasted	
14	Some allotments have not been cultivated for 3 seasons – use them or lose them!	
15	People shouldn't grow trees on allotments, its not cultivation and roots are an issue	
16	There are a lot of neglected allotments and these should be targeted for new tenants, not those who have more than one, who took them on when no one wanted them and brought them back to a good condition	
17	Why do we need to re write the tenancy agreement It was recently updated and is comprehensive on policy and terms. This is all unnecessary time and effort being spent.	
18	Current allotment agreement appears to be perfectly adequate and see no reason for a revised agreement	
19	Mr Dangerfield has helped many allotment holders bring their allotments back to life, helping them plough and clear them. He also mows allotments regularly , because the council don't do it often enough. He does a good job helping others maintain their allotments.	Several people have mentioned Tony's help to many people and its really appreciated by all. Grass mowing will be looked at as mentioned above

Fretherne with Saul Parish Council - Allotment Tenancy Agreement 2014/15

Plot Number(s)

Between **Fretherne with Saul Parish Council (hereinafter the Landlord) and**
..... **(hereinafter the Tenant) of**

(full address inc postcode and contact details).....
.....
.....

Phone number.....Mobile.....email.....

who is primarily eligible by reason of residing in the wards of Fretherne with Saul Parish Council. Or by consideration of the Parish Council

The Landlord agrees to rent to the Tenant the allotment plot(s) numbered above subject to the Tenant observing the following conditions:

- 1 A rental of £8.00 per plot identified above shall be payable annually in advance to the Clerk of the Parish Council during the month of April;
- 2 The Tenant shall cause the land to be used for allotment gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops or flowers for the consumption by the Tenant and their family) and for no other purpose. Trees may only be planted on the land rented following application to and the approval of the Parish Council;
- 3 The Tenant shall not keep any livestock on the land except bees, chickens (no cockerels) or rabbits. Tenants wishing to keep livestock must inform the Landlord of their intention, the number to be kept and a contact number in case of emergency. Any livestock kept must not be a nuisance to other users or a threat to health. The tenant will be responsible for any hazards, pests or diseases that might result and must take any actions prescribed by the Landlord;
- 4 The Tenant shall keep plots in good order clean and free from weeds so that no nuisance shall be caused to other Tenants;
- 5 The Tenant shall maintain in good order the footpaths alongside the land rented;
- 6 The Tenant shall not cause refuse other than garden refuse from the land rented to be burnt on the land. Bonfires should only be lit when conditions are such that no nuisance is caused to other allotment holders or neighboring houses;
- 7 The Tenant shall restrict their activities to the land rented and shall not use any other land within the area of the allotments owned by the Landlord except for access to the land rented;
- 8 The Tenant is permitted to allow their authorised representative (who must be over the age of 14) access to the land rented. Children under the age of 14 must be accompanied by the Tenant or their authorised representative;
- 9 The Tenant will be liable to make good at the Tenant's own expense any damage cause by the Tenant or the Tenant's authorised representative or other person who is in company with the Tenant or their authorised representative to the Landlord's property or other Tenant's property;
- 10 Dogs taken onto the allotments must be on a lead and accompanied by the Tenant or their authorised representative and clause 9 will apply to any damage caused by the dog;
- 11 The Tenant shall not erect any building or other permanent structure on the land without first obtaining the written consent of the Landlord. Such agreement will generally be given for garden sheds not exceeding 6 feet by 4 feet. The Tenant shall be responsible for the removal of any buildings on or before the expiry of the tenancy;
- 12 The Tenant shall not underlet assign or part with possession of the land or any part thereof without the Landlord's consent;
- 13 No nuisance or annoyance shall be caused by the Tenant or their authorised representative to other Tenants or any other part of the allotments or neighboring houses; and,

- 14 Cars must be parked so as to not hinder access for other tenants and with consideration for all users and residents.

General

The Tenant is under an obligation to report any damage to the Landlord's property as soon as the Tenant is aware of such damage. Details of any damage or concerns about possible breaches of this tenancy agreement should be reported to the appointed allotment steward or Clerk of the Parish Council.

The Landlord is not liable for any costs, damage, injury incurred or lack of performance caused by vandalism, theft or acts of God on the allotment site. Tenants are advised to make their own appropriate insurance arrangements (relating to theft and/or Public Liability for example).

Subject to the Tenant accepting the above conditions, the Landlord undertakes the following:

- 1 To maintain where it is the Landlord's property all boundary fences and to take such steps necessary to have maintained in good order boundary fences which do not belong to the Landlord; and,
- 2 To provide tap water to the allotment area owned by the Landlord between May and October for the use of the Tenants only and for use on the allotment gardens only. **The use of unattended hosepipes or sprinkler equipment is prohibited.** This water supply is subject to circumstances within the Landlord's control;

Termination of Tenancy

- 1 The tenancy may be terminated under normal circumstances by twelve months notice in writing by either party to the tenancy agreement at the time the rent is paid to the Clerk of the Parish Council;
- 2 Following a written warning from the Clerk to the Parish Council for non-compliance with the terms of the tenancy rental agreement, the tenancy may be terminated by a period of not less than one month or in excess of three months notice as decided by a meeting of the Parish Council. No refund of rent paid will be made in such circumstances; and,
- 3 The Tenant may also give a shorter notice if required however rents paid will not be refunded.

This agreement is signed in accordance with the above conditions and content.

Clerk to the Council

Tenant

Date

**Please return this tenancy agreement, rental fee and contact details to
The Clerk, Mrs Helen Jenkins, L'eglise, Church Lane, Saul, Gloucester. GL2 7YJ.
Helen.jenkins9@aol.co.uk 07534 596 214**

Fretherne with Saul Parish Council May 2014

Saul Allotment Plan

A	B
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Note new numbering from 13 to 18 inclusive

Not available – too wet	Not available – too wet	19
Tony Giblin / Francis Summers	Tony Giblin	20
Tony Giblin	Tony Giblin	21
Andy Morris	Yvonne and Simon Martin	22
Nicola and Ben Tarry	Chris Tarry	23
Mike Pratt	Mike Pratt	24
Deborah Jackson	Deborah Jackson	25
Matt and Liz Gray	Matthew Collins	26
Matt and Liz Gray	Matt and Liz Gray	27
Emma McGregor	Mike Pratt	28
Tony Dangerfield	Tony Dangerfield	29
Emily and Andy Hussey	Emily and Andy Hussey	30
Jean Wathern	Jean Wathern	31

A	B
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18	Vanessa Simpson	Not available (Pond)
17	Gary and Viv Clifford	Gary and Viv Clifford
16	Kevin Sansum and Claire Smith	Kevin Sansum and Claire Smith
15	Terry Cripps	Terry Cripps
14	Terry Cripps	Terry Cripps
13	Sarah Mattos	Trevor Thomas
12	Chris Bartlett	Trevor Thomas
11	Terry Parsons and Sophie Ashby	Jane & Nigel Bolton
10	Mike Pratt	Gail Ashby
9	Tony Dangerfield	Ivor and Jean Colcombe
8	Tony Dangerfield	Alan Harris
7	Ami Merrett	John Triffitt
6	Sandy Gower	Laura Royal
5	Darrel Pockett	Viv Greenway
4	Darrel Pockett	John Triffitt
3	Sonia and Vaughan Maule	Susie Stimpson / Teresa Watts
2	Bruce Kennett	Bruce Kennett
1	Heather Tarplee	Stone Smithies

Key – New or amended tenant