



# Newton Leys Allotments

Information Pack and Update

for

Allotment Gardeners on the Waiting List

September 2018

## **Background**

Provision of an allotment site at Newton Leys is a requirement of the S106 planning obligations imposed on Taylor Wimpey the local planning authorities. The planning authority has arranged that on completion of the new site to its satisfaction the site will be handed over to Bletchley and Fenny Stratford Town Council. At the moment the site still belongs to Taylor Wimpey. The Town Council and Milton Keynes Council have both put pressure on Taylor Wimpey to deliver the completed allotment site as soon as possible.

Bletchley and Fenny Stratford Town Council currently owns five allotment sites three of which are directly managed by the Council and two of which are leased to independent community allotment associations. The allotment associations manage their own allotment tenancies and undertake all maintenance on their sites with no financial support from the Town Council.

The Town Council will own the Newton Leys site on behalf of the community of Newton Leys and to begin with intends to manage the Newton Leys directly. At a later date it may be practical for management of the site to be devolved to an allotment association for self-management and the Town Council is keen to work with the local allotment association to prepare for this.

## **Groundworks still required**

The Town Council will not accept legal transfer of the site or enter onto the land by licence in order to begin letting allotment tenancies until Taylor Wimpey has undertaken the following works:

- Re-fitted the allotment water taps at the correct level according to the manufacturers instructions and re-sited one water tap which is in the middle of the ridings
- Re-located the water pipes to the taps at a minimum depth of 750 mm
- Secured a connected and metered water supply and tested all the refitted taps and pipes
- Re-fitted the perimeter fence at points around the site to ensure that the gap between the bottom of the fence and the ground level is minimal

This work should already have been completed. There is a significant risk of flooding if these works are not completed and in the Town Council's opinion and that of an independent contractor cultivation should not begin until this risk is diminished.

Additional work which has to be done includes the following:

- Plots to be accurately marked out
- Paths to be laid between plots
- Installation of bicycle stands (as required by the S106 agreement)
- Final weeding before handover of plots to tenants
- Installation of noticeboards and dog bin (Town Council responsibility once site is handed over)

## **Frequently Asked Questions and Answers**

### **Q So when can I have my plot?**

A Town Council cannot say. Earlier this year Taylor Wimpey promised us completion of all ground works by 1 September 2018, the date was then moved to 1 October 2018. We are still hoping to begin letting tenancies before Christmas 2018 but we have learned not to commit to a date we know we may not be able to meet.

We will contact those on the waiting list as soon as we have a firm date and we will keep posting news on our website.

### **Q How many plots are available then the site is ready?**

A There are 81 plots on the site (including two community plots). Milton Keynes Council has stated that the Town Council can only allocate 66% of these plots as only 66% of the housing development has been built and occupied. This means we expect to have 52 plots which we can let now and we are required to keep the remainder until a later date. They will be allocated to those on the waiting list at the time when MK Council permits us to extend the offer.

### **Q How will plots be allocated?**

Plots will be allocated to the first 52 names on the waiting list in the same order as that in which they were added to the waiting list

### **Q Can I choose my plot?**

For maintenance reasons plots will be made available in numerical sequence keeping the non-allocated plots together. Unfortunately we cannot generally allow tenants to choose their plots. However if you want to express a preference for example to state that you would like to be near a friend or neighbour or you have a preference for a smaller or larger plot please tell us and we will do our best to take this into account when making the initial allocations.

### **Q How much is a plot?**

The annual rent will be 25 p per metre<sup>2</sup> so rent will depend on the size of the plot. Plot sizes vary between 59 m<sup>2</sup> and 98 m<sup>2</sup>. An average plot size at Newton Leys will be 80 m<sup>2</sup> or £21.25 per year in other words less than 50 p per week. (This plot size is less than a "standard" traditional allotment plot of 250m<sup>2</sup>.) Rents are reviewed annually in the summer and any increases take effect on 1 October.

### **Q How do I pay?**

When you are issued with your allotment tenancy agreement you will be given full details of how to pay. Payments can be made online, in cash or by cheque. The rent is due annually.

### **Q What are the rules and what happens if I break them?**

The tenancy agreement is written in plain language but it is a legal contract which contains the rules. Our officers are happy to explain the rules in detail when you take on a tenancy. If tenants repeatedly breach the rules of the agreement (for example by not cultivating their plot) they can expect to be evicted from the site. The Town Council will inspect all plots on a regular basis and send warning letters or emails to any tenants who appear to be breaching their agreement. A copy of the draft tenancy agreement is included with this pack.

### **Q Will the site be secure?**

The gate will be secured with a chain and padlock and all allotment gardeners should lock the gate behind them when they are on site and when they leave the site. The code for the padlock will be issued to tenants only and should not be shared. The Town Council does not plan to install CCTV cameras at this stage. The best way to keep the site secure is for tenants to get to know each other and participate in a "plot watch" scheme. Tenants are strongly advised not to leave any valuables on site as sadly theft from allotments is common.

### **Q What structures and buildings can I erect on my plot?**

The Town Council's tenancy agreement allows you to erect a shed (maximum size: 6' x 4') at the back of your plot and a polytunnel or a non-glass greenhouse (maximum size: 10' x 8') can be also erected. But you cannot install these structures until you have been given permission in writing by the Town Council. You may also introduce compost bins but tenants cannot erect any other structures including fences and glass houses and the majority of the plot should be given over to cultivation.

### **Q What are the community plots and the shed for?**

Community plots are usually for people who would like to try out allotment gardening in smaller squares or for community groups and organisations who want an allotment

plot. The Town Council has not yet made a decision on how to use the community plots and is open to suggestions. The shed on site is likely to be made available for the use of the allotment association and/or the community plot holders.

**Q Can I bring children on to my plot?**

Children are very welcome at the site however parents and guardians must ensure that young children accompanied by an adult at all times and remember that no-one is allowed to enter onto another tenant's plot without permission (except for Town Council officers or contractors). For the safety reasons tenants are not permitted to have a pond on their plot and we encourage the covering of water butts.

**Q Are dogs allowed?**

Yes, but they must be kept on the owners plot only and kept on a leash.

**Q What about the water supply?**

Water is provided at various locations around the site and you should find you have easy access. Water will be available from April to October when it will be turned off and the system drained for the winter.

We ask tenants to be considerate towards fellow gardeners and share the taps amicably. The use of hosepipes is only permissible in order to fill up water containers but not for direct watering of plots. Tenants must adhere to any water restrictions imposed by Anglian Water/Wave. Overnight watering, the use of sprinklers and irrigation systems is strictly prohibited. Water is a precious commodity and must be used sparingly. BFSTC encourages tenants to use water butts. If water costs on any of our sites become too high the Town Council reserves the right to increase the rent to accommodate this.

**Q Should I join an Allotment Association?**

The Town Council is a member of the National Association of Allotment and Leisure Gardeners and we are guided by their advice. We encourage all tenants to join a local allotment association as there are many benefits and we want to work with local associations. We understand that a group has already been formed at Newton Leys and we look forward to working with it and all new allotment tenants.

If your question hasn't been answered or you want to know about the allotments at Newton Leys or elsewhere in the parish please ring us on 01908 649469 or email [info@bletchleyfennystratford-tc.gov.uk](mailto:info@bletchleyfennystratford-tc.gov.uk)





## Allotment and Tenancy Agreement

**THE TENANCY** is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. The Tenant shall use the plot as an Allotment Garden only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the tenant and his/her family) and for no other purpose.
2. The Tenant shall keep the allotment plot clean and free from weeds and in a good state of cultivation and fertility and in good condition.
3. The Tenant 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 the use of the occupiers of the Allotment Gardens.
4. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
5. The Tenant may only hold up to a maximum of one allotment plot and it must be maintained to the standard required by Bletchley and Fenny Stratford Town Council and must be listed under the name of the person working the plot/s.
6. The Tenant, upon terminating his/her plot, may not apply for a different plot or re-apply for his/her original plot for a minimum of three months. Any new applications made after this time will be treated as a new application and will be added to the bottom of the relevant waiting list.
7. The Tenant 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, sand or clay.
8. The tenant shall not keep any livestock on the allotment unless permitted by statute without the prior written consent of the Council.
9. The Tenant shall keep every hedge that forms part of the boundary of his allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on their Allotment Garden.
10. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the council for the use of the occupiers of the Allotment Garden.
11. The Tenant shall not without the written consent of the Council erect any buildings or structures on the Allotment Garden, and shall be responsible for the removal of any buildings or structures on or before expiry of the tenancy.
12. The Tenant shall, as regards the Allotment Gardens, observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
13. Any member or Officer of the Council shall be entitled at any time when directed by the Council, to enter and inspect the Allotment Garden.
14. The Tenancy of the Allotment Garden shall terminate on the yearly Rent Day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:
  - i If the rent is in arrears for not less than 40 days OR
  - ii If the Tenant is not duly observing the conditions of his tenancy OR

iii If he becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or the Tenant by twelve months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year.

15. The Tenant shall on entry pay the Stamp Duty on this Agreement and also pay any compensation payable to the outgoing tenant for crops or improvements.

16. The Rates in respect of the Allotment Garden shall be paid by the Council.

Signed ..... by Tenant

Signed ..... by BFSTC Allotment Officer

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## Terms and Conditions

### 1 Rent

The council will advise the tenant as to the annual amount to be paid for each individual plot, at least 30 days prior to the commencement of the tenancy. The rent is specific to each plot and is calculated in line with our charging policy (£0.25 per square metre). A 25% discount can be applied if the tenant is eligible.

Payment of the allotment rent shall be made within 30 days of the date of the rent renewal notice and payment shall be made in accordance with the instructions attached to the invoice.

Failure to pay within the specified time limits may result in termination or a refusal to renew the tenancy. **Any relevant change in tenant circumstances (e.g. change of address) must be communicated immediately to the Town Council.**

Rent may periodically come under review, in which case the tenant will be notified no later than the 1 of July in any year. The tenant then has the option of terminating the tenancy.

### 2 Plot Markers and Plot Borders

Plot markers must be displayed on the marker posts supplied by the Council and staked firmly in the left hand corner of the plot and must remain visible at all times.

The tenants shall keep the edge of plots trimmed up to the edge of the ridings so that grass cutting activities can be undertaken without damage to their crops.

### 3 Cultivation

The Tenant will keep the allotment garden clean and tidy and in a good state of cultivation and condition. They shall not cause nuisance by non-cultivation and neglect. Non-compliance with this will result in Tenant receiving a written warning, if after four weeks from the date of the written warning no improvement is found this will result in the Tenant/s eviction from the site.

The Tenant must start to cultivate the plot within a month of accepting the tenancy. The Tenant shall have 1/4 of the plot under cultivation within 3 months and at least 3/4 after 12 months and thereafter.

The Tenant shall not trespass onto occupied plots, cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any ridings/paths.

### 4 Prohibited Activities

The tenant shall not:

- i Use concrete, asbestos or carpet underlay on the allotment garden
- ii Attach hosepipes to the water points on the allotment or use hosepipes for irrigation of crops or extract water from the public waterway.

- iii Drive on grass ridings when the ground is wet. If grass is damaged by such driving the Council will recover the cost of any repairs from tenants. (The ridings may only be used by vehicles for the delivery and collection of materials and produce)
- iv Park vehicles on the allotment site except in designated parking areas if available
- v Make use of chainsaws on the allotment site
- vi Erect any structures including fences, buildings and glass houses on the allotment plots. Sheds and poly tunnels may only be erected if the Council has granted permission. All requests must be sent to the Council in writing.
- vii Sub-let allotment gardens

## 5 Safety

The tenant is responsible for his/her own safety and shall take proper precautions when on the allotment field to maintain a safe environment for all tenants. Proper precautions shall be taken when using chemicals, insecticides or fertilisers to prevent contamination of the soil, water troughs, neighbouring crops or the environment.

The tenant is responsible for the safety of his/her possessions. The Council shall have no liability for the loss or damage of items brought on to the site.

The tenant shall not bring any dog onto the allotment field unless it is on a lead and remains on that tenant's allotment garden only. All faeces shall be removed.

Bonfires are prohibited except on weekday afternoons from the hours of 16.30 onwards and some Saturday mornings during the year between 10 am and 12 noon (weather permitting). Dates for Saturday bonfires will be provided by the Council and displayed on the Notice Board. All fires must be supervised at all times by the tenant and fully extinguished before the tenant leaves the site.

The tenant must lock the gate/s to the allotment field on entry and exit and keep the gate locked at all times including when working on their plot. The code to the gate must not be shared with anyone.

Parents and guardians must ensure that children remain on their plot and are accompanied by an adult at all times.

The tenant is responsible for the behaviour of all those people they invite onto their allotment garden throughout their visit.

The tenant shall ensure that no materials which could attract rats, mice or other vermin are left on the allotment plot or in the shed and shall notify the Council immediately if vermin are sighted.

## 6 Sub-letting and Tenancy Sharing

Subletting and tenancy sharing is not permitted. If the tenant is incapable of cultivating due to illness, holiday or other reasons the tenant must notify the Council in writing. All other changes in circumstances must also be reported in writing to the Council.

**Failure to comply with these conditions and the conditions in the Tenancy Agreement will result in termination of your tenancy and notice to quit.**

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Std

Command Plot

On Plot 80 there is  
existing & scheduled  
improvement for (see sheet)

Clearance  
to ground

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