

DATED

2019

THAME TOWN COUNCIL

and

STONES CLOSE ALLOTMENTS SOCIETY

A G R E E M E N T

Relating to land at Windmill Road, Thame

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BETWEEN

(a) Thame Town Council (The Council)

and

(b) Stones Close Allotments Society, Windmill Road, Thame, Oxfordshire
(The Management Committee)

1. Introduction and Definitions

- 1.1 The Council has a responsibility for the provision of allotment facilities in the Thame area for use by and for the benefit of the community.
- 1.2 The Council and the Management Committee wish to enter into this Agreement in order to facilitate and deliver the allotments at Windmill Road, Thame (Stones Close), which will be operated by the Management Committee under the terms of this agreement made between the Council and the Management Committee for a period of **4** years.
- 1.3 This Agreement sets out the roles and responsibilities of the parties, the objectives and specifications and how these will be achieved.

2. Objectives of the Parties

- 2.1 To establish a good working relationship with The Council as landlord.
- 2.2 To improve facilities, carry out essential landlord maintenance, prepare allotment gardens for letting, producing publicity about availability of allotments and early consultation on allotment matters e.g. proposed site changes, rent levels and reviewing the tenancy agreement which sets out responsibilities of the landlord and the tenant.
- 2.3 To actively cooperate with groups and organisations, with a view to increasing the provision of allotments and improving standards and facilities.
- 2.4 To assist all members in the pursuit of gardening as a recreation and promote health, education and community fellowship.

3. Roles & Responsibilities

- 3.1 The Council shall fulfill the following duties:
 - 3.1.1 Grant The Management Committee the day to day management of the site as Landlord.
 - 3.1.2 Attend site inspections at a mutually agreed time.
 - 3.1.3 Be responsible for providing and maintaining a secure boundary to the site.
 - 3.1.4 Annually review the rent payable on the allotments. Any proposed rent increases will be conveyed to The Management Committee.
 - 3.1.5 The Council shall have the right to terminate the tenancy of any plot holder by giving twelve (12) months notice. Before terminating, The Council shall advise the Management Committee and take into account any representations they wish to make.

- 3.1.6 Allow free use of the Upper Chamber in the Town Hall for the Allotments Annual General Meeting; this may be subject to availability.
- 3.1.7 Update the allotment site plan held electronically at the Town Council. This may be subject to an administration fee.
- 3.1.8 Forward enquiries about membership to The Management Committee.
- 3.1.9 Promote Allotment gardening through media channels.
- 3.1 The Management Committee shall fulfill the following duties:
 - 3.2.1 Manage the allotments on a day-to-day basis.
 - 3.2.2 Promote allotment gardening in the Thame area and site occupancy.
 - 3.2.3 Receive and pay funds relating to allotment rents through a bank account where such funds shall be identifiable as relating to the allotments.
 - 3.2.4 Develop, in consultation with The Council, a 5-year plan for the site.
 - 3.2.5 Advise the Council on improvements and enhancements to the allotments site.
 - 3.2.6 Arrange lectures, demonstrations, competitions and other social events.
 - 3.2.7 Keep a register of members, including their names, addresses, joining date, plot number, helpers name, plot size and plot fee. *N.B. This information may be stored on a computer. It will not be disclosed to third parties without the members consent.*
 - 3.2.8 Communicate to Members, as necessary, information from The Town Council.
 - 3.2.9 Maintain site security of all boundaries, keeping the main gates locked when not in use.
 - 3.2.10 Not to assign, under-let or part with the possession of the allotment gardens or any part of the property. This restriction does not prevent The Management Committee letting individual plots.
 - 3.2.11 Pay the basic ground rent annually to The Town Council, which shall be reviewed at the beginning of each tenancy period. Tenancies shall run from 1 October to 30 September.
 - 3.2.12 Prepare Tenancy Agreements and administer all financial and site records.
 - 3.2.13 Keep annual tenancy register and site plans up to date and make available to The Council on request.
 - 3.2.14 Manage the handover of plots from outgoing to new members.
 - 3.2.15 Manage water provision for plot holders and ensure utility payments.
 - 3.2.16 Manage site tidiness and retain the integrity of paths, roads, plot layouts and external boundaries.
 - 3.2.17 The Management Committee to keep vacant plots in a neat and tidy state.

- 3.2.18 Attend annual site inspections with The Council at a time to be mutually agreed.
- 3.2.19 Provide minutes of the Annual General Meetings and annual audited accounts to The Council.
- 3.2.20 Maintain an inventory of all equipment, tools and machinery on site.
- 3.2.21 Permit four bonfires within a year to the rules set out in Schedule 2.
- 3.2.22 Manage safe storage and usage of chemicals on site, including petrol, pesticides and weed killer.
- 3.2.23 Maintain site water storage containers ensuring they are covered and safe.
- 3.2.24 Provide a risk assessment for the management of the site.
- 3.2.25 To seek grant funding and comply with the terms of such grants on completion of any project.
- 3.2.26 Not to contravene planning acts and to indemnify The Council against any liabilities arising from the site.
- 3.2.27 Not to introduce buildings or structures or alter existing buildings without the approval of The Council.
- 3.2.28 Not allow rubbish to accumulate on the site.
- 3.2.29 Not to do anything which will cause annoyance or nuisance to The Council or neighbours.

4. Site Obligations

- 4.1 The following obligations must be included within all tenancy agreements with plot holders and monitored by the Management Committee:

The maximum amount of land rented by a tenant(s) at any one time shall be **a total of 450 square metres**. (Approximately 18 poles)

The Council will not be responsible for the payment of any compensation to the tenant for improvements to his/her plot.

The Tenant agrees to accept the following responsibilities, each of which is a condition subject to which the tenancy is held. The Tenant shall:

- a. Keep their allotment clean, in a good state of cultivation and fertility and in general good condition throughout the year. Judging what is and isn't good condition shall be the responsibility of The Management Committee.
- b. Not cause any nuisance or annoyance to the occupier of any allotment, or obstruct any path set out by The Management Committee for the use of the occupiers of the allotments.
- c. Not use barbed wire fencing anywhere on site.
- d. Not erect any permanent structure without the prior written consent of The Management Committee. Any temporary buildings, e.g. sheds, are subject to permission being granted by the Management Committee. Permission shall not be unfairly withheld by either party.

- e. Not prune or cut any timber or other trees without the prior written consent of The Management Committee. Any issues will be addressed at the annual site inspection with The Council and The Management Committee.
- f. Not remove, take or sell any mineral, gravel, sand or clay from the site.
- g. Not, without the prior written consent of The Management Committee or The Council, plant any trees or crops, which require more than 12 months to mature.
- h. Ensure that any dog brought onto the site is kept on a lead at all times. It is an offence to allow a dog to foul on public land.
- i. Not keep any animals, livestock or bees on the Allotments.
- j. Not deposit any refuse (perishable or otherwise) at the site apart from manure and compost that enhance and enable growth.
- k. Agree to keep the site secure, allowing only members access to the site.
- l. Not bring any asbestos material onto the site under any circumstances.
- m. The Tenant shall allow an Officer of The Council, or any person that The Council has appointed as an agent, to enter the site with the purpose of inspecting or maintaining the property.
- n. All Tenants must be at least 18 years of age and, unless otherwise agreed by The Management Committee, a resident of the parish. Where there is a waiting list for plots, those residing within the parish boundary shall take precedence.
- o. No glass for cold frames or greenhouse to be used on site.

5. Finance

- 5.1 A ground rent shall be annually payable on 1 October which is set at £300 for 2011-12.

The Allotment Society audited accounts will be provided to The Council on an annual basis.

6. Liabilities and Insurance

- 6.1 The Management Committee shall undertake to ensure that all appropriate insurance, including third party insurance in respect of the death of or injury to any person or persons and/or damage to property is in place.

7. Disputes

- 7.1 In the event of any dispute or disagreement between the parties they shall endeavour to resolve such disputes through discussion, if necessary in the presence of an independent Chairman.

- 7.2 The cost of such arbitration shall be divided equally between the parties.

8. Termination

Both The Council and The Management Committee shall have the right to terminate the tenancy by giving twelve (12) months written notice.

Executed as a Deed by
Thame Town Council

THE COMMON SEAL of **THAME**
TOWN COUNCIL affixed in
the presence of

Councillor

Councillor

Signed as a Deed for and behalf of Stones Close Allotments Society, Windmill Road, Thame,
Oxfordshire.

Chairman:

In the presence of one Committee Member:

Although there are no specific bye-laws to prohibit bonfires, the Environmental Protection Act 1990 includes smoke as a statutory nuisance if it interferes with the well-being, comfort or enjoyment of property. Inconsiderate lighting of bonfires can lead to investigation by the Environmental Health Department. Under the Highways Act 1986, anyone who lights a fire and allows smoke to drift across a road may be fined if it causes danger to traffic.

To ensure that residents in the vicinity of the allotments are not unduly affected by bonfires, only members of the Management Committee of the Stones Close Allotments Society may organize and hold bonfires. A member of the Management Committee should be present during the time a bonfire is lit, to ensure compliance with the rules and that no nuisance is caused.

The rules below must be followed at all times:

- Wherever possible, compost rather than burn.
- Only pernicious weeds and plants infected with fungal diseases, or diseased vegetables should be burnt.
- Bonfires may only be lit in the designated burning site, which is located in the waste area.
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- Check for any hibernating wildlife or sleeping pets within the pile before lighting a bonfire please.
- Ensure that the ground and the materials to be burnt are dry
- Four bonfires may only take place between October and September.
- Burning must not be carried out when the wind is blowing towards surrounding houses, and burning at weekends and bank holidays must be avoided.
- Start a bonfire with a small or medium pile of material and then add more when it is very hot.
- Flammable liquids such as old sump oil must not be burnt or used to light fires.
- Bonfires must not be started before 12 noon and must be extinguished by dusk.
- Only material at the allotments is to be burnt on site.

Thame Town Council does not accept liability for any loss, damage or nuisance caused to other plots or adjacent land, nor any injury caused by bonfires. Any such loss, damage, nuisance or injury caused will be regarded as the responsibility of the person lighting the fire.




Should the Council receive more than three complaints and accept that a nuisance has been caused by a bonfire, permission to hold them will be revised and may be withdrawn.



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**Stones Close Allotments
 Plots 2019**

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Key
 Water Meter 
 Water Supply 
 Stand pipes for water supply 
 Troughs 