



MINSTER LOVELL PARISH COUNCIL

www.minsterlovell-pc.gov.uk

Parish Clerk: Katherine Doughty

91 Brize Norton Road, Minster Lovell,
Witney, Oxon. OX29 0SG

Email info@minsterlovell-pc.gov.uk
Tel/Fax (01993) 709189

MINUTES OF THE EXTRAORDINARY PARISH COUNCIL MEETING HELD ON TUESDAY 6TH APRIL 2010 IN ST KENELM'S HALL AT 7.30PM

1. **Present:** Cllr David Haley (Chairman), Cllr Colin Alderman (Vice Chairman), Cllr Sue Bicker, Cllr Chris Jones, Cllr Tom Smith, Cllr Jonathan Stowell and Mrs Katherine Doughty (Clerk).

Parishioners and visitors present: 1.

Apologies for absence:

Cllr Stephen Hodge due to work commitments.

Cllr Chris Jones arrived late with apologies sent in advance.

The Chairman opened the meeting at 7.30pm.

2. **Declaration of interest in agenda items if considered necessary:** None.

3. **Review of the lease agreement for Minster Lovell Allotments in preparation for signing.**

Councillors reviewed the lease agreement drafted on behalf of Mr Chris Strainge of Peashell Farm, Curbridge and debated the document page by page. Two points for clarification were made as follows:-

- (a) Whether the appropriate insurance cover is held by the Parish Council and for it to be advised to Mr Strainge (to be included in the Tenancy Agreement also).
- (b) A quotation is to be sought for the supply and installation of c. 115m of stock proof fencing and two double galvanised 6ft gates, from McCracken & Son Ltd before the lease is agreed, to ensure that the cost is not so prohibitive as deemed unaffordable and/or unreasonable.

It was also considered that the annual rent of £600 is high and is the upper limit payable for the first three years.

The Clerk is to amend the draft Tenancy Agreement as follows:-

- Front page - A rent review will be undertaken every 3 years which will be in proportion with the rent review undertaken by the Landlord Paramount.
- Point 5. No fruit or other trees may be planted on the Allotment Field without the written consent of the Landlord Paramount or his agent SAVE THAT the Landlord Paramount hereby gives consent to soft fruit trees and no more than one apple or pear tree for each individual allotment garden.
- Point 6. The Tenant shall not keep any livestock on the allotment except that permitted under Statute (s. 12 Allotments Act 1950 – domestic chickens) without the prior express written consent of the Landlord Paramount. (The word 'rabbits' is removed from the paragraph).

Point 9. The Tenant shall not erect any building or structure of any kind on it without the written consent of the Landlord Paramount or his agent, provided that consent may not be refused to any building reasonably necessary for the keeping of hens and for one shed only per full size allotment garden to a maximum dimension of 6ft by 4ft provided that the same is a temporary structure and not constructed of concrete block.

- Point 14. The Tenant accepts that they garden and visit the Allotment Field at their own risk.

The revised Tenancy Agreement can be found at Appendix A.

The Clerk is to advise the Allotment Holders that an Allotment Association is to be created no later than 1 year after the first tenancy agreements have been signed, to ensure the future successful running of the allotments.

It was resolved that subject to clarification of items (a) and (b) overleaf, that the Parish Council approve the terms of the lease and are prepared to sign it. Proposed by Cllr Stowell, seconded by Cllr Alderman, carried unanimously. Cllr Jones joined the meeting after the resolution was made and confirmed his support for it.

An opening ceremony with book presentations and local publicity by the Witney Gazette was discussed. Saturday 17th April at 9.30am was agreed for the ceremony to take place.

The Clerk advised that planning permission had been granted for a car park at the allotment field. It was resolved that the Clerk contact Smiths at Worsham Quarry, to kindly request their help in the provision and delivery of 5-6 cubic metres of quarry hardcore/chippings for the car park surface.

There followed a 10 minute parishioners' question time. The parishioner present thanked the Parish Council for their efforts in this project.

There being no further business the meeting closed at 8.20pm.



Katherine Doughty
Parish Clerk

Signature of Chairman upon approval of Minutes 19th April 2010

Copies of Minutes to:

Rodney Rose, County Councillor.
Warwick Robinson, District Councillor.
Simon Hoare, District Councillor.

Abbreviations:- Parish Council – PC. West Oxfordshire District Council – WODC. Oxfordshire County Council – OCC



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Tenancy Agreement

**Between Minster Lovell Parish Council and
an Individual Tenant for Allotment Gardens**

An Agreement made [date]

Between **Minster Lovell Parish Council** (Hereinafter, "the Council") of the one part;
and

..... [name]

of

..... [address]

(hereinafter, "the Tenant") of the other part

The Council agrees to lease and the Tenant takes the tenancy of **ALL THAT** Allotment Garden specified in the first and second columns hereunder at the commencing rent specified in the third column hereunder.

Allotment size (Full plot / Half plot)	Number of Allotment	Commencing Rent Per Annum £

from the [day]

day of [month]

in the year 20..... [year]

hatched in [specify colour] on the map annexed to this Agreement

Rent in respect of the Allotment Gardens shall be paid by

Thereafter the Rent shall be paid on the day ofin any year.

A rent review will be undertaken every 3 years which will be in proportion with the rent review undertaken by the Landlord Paramount.

This Agreement is subject to the Allotments Acts 1908-1950; to any Regulations indorsed to or on this Agreement; and to the following Conditions:

1. 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 for consumption by the Tenant and his (her) family) and for no other purpose; any and all Tenants to keep plots clean and free from weeds and in a good state of cultivation and fertility and in good condition.
2. 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 occupiers of the Allotment Gardens.
3. It shall be a condition of an Allotment letting agreement that Tenants shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Council who, for the purpose of this Agreement is, and shall remain, the Landlord Paramount.
4. The Tenant shall not, without express written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
5. No fruit or other trees may be planted on the Allotment Field without the written consent of the Landlord Paramount or his agent SAVE THAT the Landlord Paramount hereby gives consent to soft fruit trees and no more than one apple/pear tree for each individual allotment garden.
6. The Tenant shall not keep any livestock on the allotment except that permitted under Statute (s. 12 Allotments Act 1950 – domestic chickens) without the prior express written consent of the Landlord Paramount.
7. The Tenant shall keep every hedge which forms part of the boundary of Allotment Gardens properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds on Allotment Gardens.
8. The Tenant shall not use any barbed wire or razor wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens.
9. The Tenant shall not erect any building or structure of any kind on it without the written consent of the Landlord Paramount or his agent, provided that consent may not be refused to any building reasonably necessary for the keeping of hens and for one shed only per full size allotment garden to a maximum dimension of 6ft by 4ft provided that the same is a temporary structure and not constructed of concrete block.
10. Disputes with any other tenant in the allotment field shall be referred to the Council whose decision shall be final.
11. The Tenant shall inform the Council forthwith of any change in his address.
12. That the Tenant shall yield up the allotment garden at the termination of the tenancy hereby created in such conditions as shall be in compliance with the agreement herein contained.
13. Where water is supplied on the site, to pay to the Council a proportion of water charges as assessed within one month of being given notice of such charges, whether this is demanded either in arrears or in advance.
14. The Tenant accepts that they garden and visit the Allotment Field at their own risk.
15. As regards the Allotment Gardens: the Tenant shall observe and carry out any and all conditions and covenants contained in the Lease; and any and all conditions which bind the Council and contained in the Head Lease.
16. The Tenant shall pay the Stamp Duty on this Agreement. Stamp Duty is not payable unless the Agreement is for longer than 7 years and exceeds £100.

Termination of Agreement

17. The Tenancy of the Allotment Garden shall terminate whenever any Tenancy or Right of Occupation of the Council shall terminate.

It may also be terminated by the Council by re-entry on to the land after one months notice:

16.1 if the Rent is in arrears for not fewer than 40 days ; **or**

16.2 where the Tenant is not duly observing and/or carrying out the terms of the Tenancy ;

18. The Tenancy may also be terminated by the Council or by the Tenant, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25th** (Lady Day) or not earlier than **September 29th** (Michaelmas) in any year. By virtue of **section 1 (1) (e) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

19. This tenancy shall terminate three months after the death of the Tenant.

Signed **Print name** David Haley
Chairman, Minster Lovell Parish Council

Signed **Print name** Colin Alderman
Vice Chairman, Minster Lovell Parish Council

Signed **Print name**
Tenant

Signed **Print name**
Witness



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Bonfire Guidelines

A bonfire can be a useful way for disposing of garden waste that cannot be composted on an allotment. If you do have a bonfire to dispose of garden waste, please follow our good bonfire guidelines.

- Only burn dry material that is a product of the allotment.
- Never burn household rubbish or bring any other materials including rubber tyres or anything containing plastic, foam or paint onto the allotment site to be burnt.
- Avoid lighting a fire in unsuitable weather conditions – smoke hangs in the air on damp, still days. If it is too windy, smoke blows into neighbours' gardens and windows and across roads.
- Avoid burning when air pollution levels are high or very high. You can check air quality on 0800 556677 or at www.airquality.co.uk.
- Keep your fire away from trees, fences and buildings.
- Never use oil, petrol or methylated spirits to light a fire – you could damage yourself as well as the environment.
- Never leave a fire unattended or leave it to smoulder – put it out.

