

## Appendix 4

Complaint by Mr D Kempen against Menheniot Parish Council

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Picture taken 5 July 2017 of the complainant's allotment.



Nets up and height of overhanging branches.

Some evidence of bit of the holly tree have been cut back to arm's length above my height.

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No visible branches.

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Field side .Minor weed growth and no sign of large amount of brash. Looking west.





Same shot looking East field hedge.

# Tenancy agreement for allotment gardens

THIS AGREEMENT made the ..... between the Menheniot Parish Council (hereinafter called the Council) and

.....

(hereinafter called the tenant), by which it is agreed that:

1. The Council shall let to the Tenant for them to hold as tenant from year to year, the Allotment Garden numbered ..... in the Council's Allotment register.
2. The tenant shall pay a yearly rent of £12.00 on the 1<sup>st</sup> day of January each year. The first yearly payment shall be due in full on the first day of the month following the commencement of the tenancy without any apportionment for part periods.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than three months written notice to quit, provided the is paid up to date.
4. The tenant shall reside within the Parish of Menheniot during the continuance of this tenancy.
5. The tenant shall during their tenancy carry out the following obligations:
  - a. The allotment shall be kept in a decent and good condition and properly cultivated, clean of litter and noxious weeds. .
  - b. Where guests and children are brought into the allotment area, they remain the responsibility of the person who accompanies them.
  - c. No nuisance or annoyance shall be caused by the tenant to any tenant of any other allotment.
  - d. Dogs may be brought onto the allotments but must remain under control of the owner, who is also responsible for clearing away any dog mess.
  - e. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the allotment.
  - f. The tenant shall not erect any structure without the consent of the Council.
  - g. The tenant shall maintain in decent order all paths and ditches forming any boundary to the allotment, and trim back any overhanging hedges or trees..
  - h. The tenant shall not lop or fell any tree growing on the allotment
  - i. The tenant may only produce vegetables, fruit or flowers for their personal consumption.
  - j. The tenant shall permit the inspection of the allotment by any officer of the Council.

- k. The tenant shall not obstruct any path set out for other tenants.
- l. The tenant shall ensure that the allotment gate is locked on exiting the site.
- 6. The Council shall pay all rates, taxes, dues or other assessments levied on the allotment.
- 7. If the tenant shall have been in breach of any of the foregoing provisions of this agreement for a period of one month, the Council may re-enter the allotment and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach, or recover any rent due.
- 8. Any notice required by this agreement to be given to the Council shall be delivered or sent by post to the Clerk to the Council and any notice to be given to the tenant shall be treated as served if left at or delivered by recorded delivery post at the address at the head of this agreement.
- 9. The Council reserves the right to adjust the rents as circumstances demand, and will consult with the tenants association prior to any change. Any such adjustment shall take effect from the January 1<sup>st</sup> after the meeting of the Council at which an increase is so resolved and advised to the tenant in writing.

Signatures:

Clerk to the Parish Council .....

date .....

Tenant .....

date.....

The Clerk to Menheniot Parish Council

In reply to your email I make the following points.

I gather from your reply that the council has refused to assist in keeping the boundary of the allotments in Menheniot in good order, instead passing this duty of care on to the tenants of each plot that abuts the boundary.

This in my opinion is discriminatory as not all allotment holders have part of the boundary hedge by their plot. Of the 26 plots only 14 have part of the boundary. Had the boundary been a wall or a wire mesh fence would you still have expected those plot holders adjacent to the boundary to take responsibility?

A number of people who have plots by the boundary are either retired, older or have conditions that would preclude them from climbing. Therefore keeping the hedge clipped to reach height is the only possible method available to them.

I now come to the disposal of a large amount of hedge wood and foliage, in most cases this is not possible as fires are frowned upon and considered a nuisance to neighbours. The only recourse would be to transport it to a recycling centre which would not be possible to some plot holders.

I also ask that the Parish Council look at the Occupiers' Liability Act (1957) which places a common duty of care on anyone involved in allotment management to ensure their allotment site(s) is run in as safe and appropriate manner as possible. I would argue that this does not give the Parish Council the right to pass the maintenance of the site boundary to some of its tenants.

D F Kemplen