

POLEBROOK PARISH COUNCIL

ALLOTMENT TENANCY RULES

- 1 The Council agrees to let to the Tenant and the tenant agrees to take on a rolling yearly tenancy for the Allotment.
- 2 The new tenancy agreements start on 1st October and will continue on a rolling yearly basis unless determined by any of the methods. The Tenancy Agreement will be reviewed on an annual basis by the Council and where the Tenancy Agreement is not amended by the Council.
- 3 The Tenancy is subject to current and relevant Allotment legislation and to the following conditions:

- (1) To pay the rent by 1st October and sign the tenancy agreement in every year during the continuance of the tenancy without any deductions whatsoever.
- (2) To use the Allotment Garden as an allotment for producing vegetables and fruit for non-profit.
- (3) To keep the Allotment Garden reasonably free from weeds and otherwise maintained in a good state of cultivation, fertility, condition and to keep any grassed pathway next to the Allotment Garden reasonably free from weeds.

The Council will maintain the central pathway leading to Stone Close and allotment number one.

- (4) The use of hosepipes is permitted on the Allotment Gardens, however, they must not be left on unattended and the use of sprinklers is strictly forbidden. Water butts are permitted for extra water collection. Water storage units should be green, brown or black.
- (5) Not to cause or permit any nuisance or annoyance to the occupier of any other Allotment Garden or obstruct or encroach on any pathway or track set out by the Council for the use of the occupiers of the Allotment Gardens within the Allotment site.

Persons under sixteen years must be supervised at all times and kept within the confines of the Allotment holder's area, no ball games to be played on the allotments.

- (6) Not to underlet assign or part with the possession of the Allotment Garden or any part thereof even if no monies change hand. The person named as the Tenant is responsible for the maintenance and upkeep of the Allotment Garden, regardless.
- (7) Allotment Gardens are to remain separate entities and must not become integral parts of adjoining properties or gardens of the adjoining properties.
- (8) Not without prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away mineral, gravel, sand, earth or clay.
- (9) Bonfires are NOT permitted on the allotment gardens and Council would encourage all tenants to have in place a compost pile.

The use of an incinerator bin is permitted for the burning of weeds accumulated on the allotments which are not suitable for a compost pile and must not be left alight when you leave the allotments so as not to cause a nuisance to neighbouring properties.

- (10) Not without prior consent in writing of the Council to erect any building on the Allotment Garden and in regard to any building for which consent has been granted to erect the same in accordance with plans, specifications and materials approved by the Council. For further information on specifications please contact the Allotment Manager.
- (11) Two tunnel cloches of total area no more than three hundred (300) centimetres by forty five (45) centimetres by thirty (30) centimetres covered with netting or fleece is permitted per Allotment Garden. No polythene type materials to be used.
- (12) To keep every hedge that forms part of the Allotment Garden properly cut and trimmed, and keep in repair any other walls, fences or gates on the Allotment Garden. The use of barbed wire or razor wire fencing is not permitted at all. All grassed footpaths in between each allotment are not to be fenced in and are for the benefit of the allotment holders on either side.
- (13) Not without prior consent in writing of the Council to plant trees or fruit bushes or any crop which requires more than twelve months maturing.
- (14) Not to deposit or allow other persons to deposit on the Allotment Gardens any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for the use in cultivation) or place any matter in hedges or ditches situated in the said Allotment site or any adjoining land.
- (15) To ensure that any dog brought into the said Allotment site is securely held on a leash and any excrement removed by the dog's owner.
- (16) Due to the location of the allotments being in a residential area, not to keep any animals or livestock of any kind upon the Allotment Garden.
- (17) To only store chemicals necessary for gardening purposes on site and stored in manufacturers containers. Manufacturers' instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Council recommends that organic alternatives be used whenever possible in preference to chemicals.
- (18) Not to erect any notice or advertisement on the Allotment Garden.
- (19) To notify the Council of any change of address of the Tenant.
- (20) To yield up the Allotment Garden at the termination of the tenancy in such a condition as shall be in compliance with the conditions of this Agreement.
- (21) To permit any officer or other agent of the Council to enter on the Allotment Garden and inspect the condition thereof and any building erected or being erected thereon.
- (22) To observe and perform any other special conditions which the Council considers necessary to preserve the Allotment Garden from deterioration and which notice shall be given to the Tenant in accordance with clause 5 of this agreement.
- (23) Allotment holders are asked to ensure that they are suitably dressed whilst on the allotments, no bare chests due to the location of the allotments as there are children living close by.

- 4 The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the Allotment Garden without any interruption by the Council or any person claiming in trust for the Council unless as otherwise permitted by this Agreement.
- 5 This Tenancy may be determined in any of the following manners:
- (1) On the death of the Tenant or relocation of the Tenant without notice moving away from the Parish of Polebrook and surrounding area; or
 - (2) If the Rent is in arrears for 40 days or more; or
 - (3) Where the Tenant is not duly observing and/or carrying out the terms of the Tenancy and on reasonable notice has not rectified the alleged breach; or
 - (4) Where the Tenant becomes bankrupt or compounds with creditors.
- 6 Any notice required to be given by the Council may be signed on behalf of the Council by the Clerk to the Council who is the Allotment Manager and may be served on the Tenant either personally or by leaving it at his last known place of abode or by fixing a notice in a conspicuous place on the Allotment Garden and any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk to the Council for the time being.

The Allotments Act 1922 provided allotment holders with some security of tenure by setting out specific periods of notice for ending a tenancy. Landlords could only end an allotment tenancy by giving the allotment holder a minimum of six months' notice. This was increased to 12 months by the Allotments Act 1950.

The Landlord may end the tenancy by giving one month's notice after two written warnings where the allotment holder has breached any of the conditions of the tenancy agreement.

If the allotment has not been returned to a good state upon the end of the lease the Council will charge up to a maximum of £150.00 to have the allotment cleared.

The Council condemns all forms of discrimination, harassment or victimisation. We will take action against anyone who produces or displays material which people may find offensive or anyone who threatens assaults or victimises someone.

Anti-social behaviour may result in the termination of the tenancy agreement.

If a tenant causes or takes part in discriminatory behaviour, harassment or intimidation he/she will not be allowed to keep their allotment plot.

No one will be disadvantaged in their application for an allotment plot because of their ethnicity, gender, disability, sexual orientation, age, class, income, whether employed or not, or religious belief.

<p>Allotment holders are reminded that the Parish Council is NOT responsible for any incidents or accidents nor is there any insurance in place for allotment holders on their own plots. Tenants are advised to seek their own advice regarding insurance on their plots from The National Allotment Association.</p>
--