

Rooksdown Parish Council

Rules for Allotment Plot Tenants

V1.2 May 2019

1 New Tenants

A new Tenant will cultivate the Allotment Plot to an agreed acceptable standard within the first three months (or any other time as agreed between the Rooksdown Parish Council and the Tenant) of tenancy and thereafter will comply with these Rules of the Allotment Site.

Due to the high demand for Allotment Plots only one Allotment Plot per household is permitted for each new Tenant.

2 Definitions

- 2.1 **Allotment Plot** – A plot of land that is let by the Rooksdown Parish Council for recreational gardening and the good husbandry of Permitted Livestock.
- 2.2 **Allotment Site** – the area named on the Tenancy Agreement.
- 2.3 **Annual Rent** – the annual rent payable by the Tenant to the Rooksdown Parish Council for the cost of the Allotment Plot.
- 2.4 **Buildings** – that are considered acceptable are sheds, greenhouses, polytunnels and fruit frames or cages. Sheds must have a floor area not exceeding 36 sq. ft (3.4sq.m). This would permit up to 6ft x 6ft (1.83m x 1.83m) or 7ft x 5ft (2.14m x 1.52m). The shed must be used for Allotment Plot storage use only. Greenhouses must not exceed 50 sq. ft (4.65sq.m) in area - 8ft (2.44m) x 6ft (1.83m). Polytunnels must not exceed 150 sq. ft in area - (19sq.m) 10ft (05m) x 15ft (4.57m). Any building must not exceed 7ft 6" (2.29m) in height and the combined building foot prints must not take up more than 50% of the total plot.
- 2.5 **Cultivated** - the Allotment Plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
- 2.6 **Permitted Livestock** – Livestock is not permitted.
- 2.7 **Tenancy Agreement** - A legally binding written document which records the terms and conditions of letting a particular Allotment Plot to an individual Tenant.
- 2.8 **Tenant** – a person who holds an agreement for the tenancy of the Allotment Plot.
- 2.9 **Term** – the period of occupancy stated on your Tenancy Agreement.
- 2.10 **Uncultivated** - either fully or partially overgrown or unused, weed or grass is prevalent, insufficient or no crop planting is present, and no effort has been made to keep the Allotment Plot clear and tidy. (Note: Weed growth including long grass can result in unwanted seed dispersal onto other allotment plots.)

3 General conditions for the cultivation of the Allotment Plot

By signing the Tenancy Agreement, the Tenant of the Allotment Plot agrees that they, or any person acting on their behalf or with their permission, will observe all the rules and conditions below (the Rules). Failure to abide by the Rules will result in termination of the Tenancy Agreement. Any breach of the rules will be referred to a disciplinary hearing of which the committee will comprise of two Parish Councillors, one Tenant and the Parish Clerk. The decision of the committee is final.

3.1 Annual Rent and Tenancy Agreement

1. To pay the Annual Rent for an Allotment Plot in full in one annual payment, within 60 days of receipt of an invoice from the Rooksdown Parish Council in accordance with the Tenancy Agreement.
2. Acceptable methods of payment are either Cheque or Bank Transfer
3. Refunds of Annual Rent will not be offered under any circumstances.
4. The Annual Rent may increase on 1 April each year or such other date as may be set by the Parish Council.
5. To return the signed Tenancy Agreement to the Rooksdown Parish Council in accordance with the Tenancy Agreement. Occupancy of the Allotment Plot will only be permitted, and any keys or other method of access made available to the Tenant following receipt by the Rooksdown Parish Council of the signed Tenancy Agreement.

3.2 Alienation

1. Not to underlet, assign or part with the possession of the Allotment Plot or any part of it without the prior written consent of the Parish Council. For the purposes of clarification, a transfer of the tenancy falls within this paragraph and is prohibited. Rooksdown Parish Council may provide prior written approval for a Tenant to have a co-worker under conditions set by the Parish Council.

3.3 Barbed Wire

1. Barbed wire or similar must not be brought on to the Allotment Plot or Allotment Site.

3.4 Beekeeping

1. No bees to be kept on the Allotment Plot unless prior written approval is given by the Parish Council. Any Tenant wishing to keep bees must first contact the Rooksdown Parish Council to obtain a copy of the 'Beekeeping Rules' before proceeding. The Parish Council's decision whether or not to permit any application for beekeeping on any Allotment Plot shall be final.

3.5 Bonfires

1. All bonfires must be carried out within the dedicated area
2. Ensure you have read and understood the risk assessment for using the fire area.
3. Do not have a bonfire on a windy or breezy day.
4. Avoid smoke drift onto other Tenants' plots and neighbourhood properties especially when people are out enjoying their environment.
5. Avoid having a bonfire when neighbouring residents have washing hanging out to dry or when neighbouring property windows are open.
6. Ideally have bonfire two hours before dusk.

7. Only burn dry waste.
8. Using, if provided, a purpose-built incinerator and lid with centre flue.
9. Never to leave a bonfire unattended, and to take all reasonable care for the safety of those on the Allotment Site.
10. Never bring material from off-site to burn.
11. Ensure any bonfire is fully extinguished and made safe prior to leaving the Allotment Plot.

3.6 Buildings

1. Any Buildings must be well constructed and maintained, in accordance with any relevant British Standard.
2. Any wood Building must be coated with a non-toxic wood preserver in a natural colour (no bright colours) and must not inconvenience other allotment plot users, adjoining landowners or the occupiers of nearby houses.
3. Any Buildings put up on the Allotment Plot must be removed by the tenancy termination date.
4. Any Building shall be erected within the Tenants allotment boundary, at least two feet (0.6m) from any fence, path or track.
5. It is recommended that any building is securely locked. Rooksdown Parish Council is not responsible or liable for the building or the contents for fire, theft or any other damage. It is recommended that Tenants do not store high value machinery and equipment on Allotment Plot.

3.7 Change of address or other details

1. The Tenant must inform the Parish Clerk immediately of any change of address or other details. If you move to outside of the Parish Council boundary you will be required to give up your Allotment plot within 3 months.

3.8 Children

1. Not to allow children accompanying either the Tenant or a member of the Tenant's family to cause a nuisance or annoyance to the Tenants of any other Allotment Plots on the Allotment Site, to adjoining landowners or to the occupiers of nearby houses.
2. To ensure children are supervised at all times.

3.9 Cultivation

1. To keep the Allotment Plot clean, cultivated and fertile, maintaining it in a good tidy condition.
2. If an Allotment Plot appears to be uncultivated, Rooksdown Parish Council reserves the right to cut down all weed growth and charge the Tenant for the cost of such work.
3. No more than 50% of the allotment must be covered in grass for the purpose of providing a lawn.

3.10 Dispute between Tenants, adjoining landowners or with the occupiers of nearby houses

1. In the case of a dispute between Tenants of any Allotment Plot on the Allotment Site, adjoining landowners or the occupant/s of any nearby houses the matter will be referred to the Parish Council, for further enquiry and resolution. The Parish Council's resolution shall be final.

3.11 Dogs

1. Dogs are only permitted on the Allotment Site if they are kept on a short lead at all times.
2. Dogs must have up-to-date vaccinations.
3. Dog faeces must be picked up and disposed of appropriately.
4. Any alternative arrangement will need prior approval from the Parish Council. Tenants must ensure no damage is caused by any dog to the Allotment Site or to neighbouring land or property.
5. No dogs may be kept on any Allotment Plot.

3.12 Edges, fences, paths and gates

1. Not to put up any fence, gate or hedge within the Allotment Plot unless with prior written consent of the Parish Council.
2. Where a plot immediately abuts a boundary shared with Rooksdown Parish Council property it is the Tenants responsibility to maintain the boundary for example a hedge. If in doubt consult the Parish Clerk.
3. To ensure the paths bordering your Allotment Plot are kept clean by cutting the grass and keeping them free from weeds and free from obstruction.
4. Ensure each hedge that forms part of the Allotment Plot is properly cut and trimmed and keep all ditches clear.
5. Not to obstruct or reduce any path set out by the Rooksdown Parish Council for the use of the occupiers of the Allotment Plot.

3.13 Fruit cages

1. Fruit cages that are located on the Allotment Plot must not exceed 7'6" (2.3m) in height and shall be proportionate, well-constructed and maintained and shall not cast shade on adjoining Allotment Plots. No concrete footings are permitted.
2. All fruit cages must be removed by the tenancy termination date.

3.14 Nuisance

1. Abusive, aggressive, threatening or confrontational behaviour towards the Parish Council's representatives, or any adjoining owners or occupiers of the Allotment Plots or any neighbouring land or property will not be tolerated. Any instances of such behaviour may be a breach of criminal law and may be reported to the police for further action.
2. Not to cause any nuisance or annoyance to the occupier of any other Allotment Plot, adjoining landowners or the occupiers of nearby houses.
3. Not to enter, take or remove any plants or crops from other Allotment Plots without that Tenant's permission.

3.15 Use of Petrol or powered tools

1. Do not use power or petrol tools between the hours of 7pm and 8am on a week day and 8pm and 9am on a weekend or Bank Holiday.
2. Generators to provide electrical power are not permitted without express permission of the Parish Clerk. Requests will only be considered for special projects with a short duration.

3.16 Permitted Livestock

1. No livestock is permitted.

3.17 Plot marker and fences

1. Tenants must ensure their plot is numbered and must keep the plot number clean, readable and displayed in a prominent position at all times. If there is uncertainty as to your plot number - see your Tenancy Agreement.

3.18 Power to inspect

1. Rooksdown Parish Council or its appointed officer is entitled to inspect any Allotment Plot.

3.19 Restriction on admittance to Allotment Plot

1. Rooksdown Parish Council has the right to refuse admittance to any person other than the Tenant to the Allotment Plot or to the Allotment Site.

3.20 Security

1. Each Tenant must ensure that the gate to the Allotment Site is secured by locking after entering and when leaving.

3.21 Site combination

1. Once the Allotment combination has issued to the Tenant at the beginning of the Tenancy Agreement, it is the Tenant's responsibility to keep the combination safe and not give it to non-family members.
2. The combination to all locks provided by the Parish Council may be changed every 6 months and the new code distributed via email.

3.22 Special conditions

1. Not to take or carry away or sell any mineral, gravel, clay or sand from the Allotment Plot.
2. To observe and undertake any other special condition/s which Rooksdown Parish Council considers necessary to preserve the Allotment Plot or the Allotment Site from deterioration.
3. To advise Rooksdown Parish Council of any damage to fences, water equipment, such as troughs, pipes, toilets or to any other aspect of the Allotment Site as soon possible by emailing parish.clerk@rooksdwn.org.uk or calling 07928 129122.

3.23 Termination

1. The Allotment Plot must be left in a clean and tidy condition and clear of any Buildings, debris and rubbish at the termination of the tenancy. Failure to adhere to this rule may result in the Rooksdown Parish Council arranging for the Allotment Plot to be cleared and the cost of doing so shall be a debt due by the Tenant. Alternatively, Rooksdown Parish Council may at its discretion carry out works at a reduced/no charge fee. Rooksdown Parish Council may at their sole discretion agree an extended period at the end of the tenancy for the Tenant to comply with the obligations under this clause.

3.24 Toilet

1. If a toilet is provided, it is the Tenants' joint responsibility to clean the toilet on the Allotment Site unless other arrangements have been made by the Parish Council.

3.25 Traps and snares

1. Not to set traps without prior written approval of the Parish Clerk.

3.26 Trees

1. Not to cut, lop or interfere with any trees on the Allotment Plot other than the Tenant's own trees without the prior written approval of the Parish Council.
2. Not to plant any trees or bushes other than fruit trees or bushes. These must be planted away from paths to ensure they do not shade or allow roots to grow under neighbouring plots.

3.27 Use of land

1. To use the land as an Allotment Plot in line with the terms of the Allotments Acts 1908 - 1950 and for no other purpose. You must observe and comply fully with all acts, statutory instruments, local parochial or other bye laws, orders or regulations affecting the Allotment Plot.
2. Not to use the Allotment Plot for any illegal, immoral or criminal activity or purpose.
3. The Tenant must use the Allotment Plot for his or her own personal use and not carry out any trade or business or sell produce from the Allotment Plot.
4. No overnight stays or use of any Buildings for residential accommodation is permitted.
5. Not to bring on to the Allotment Plot or store any items other than for horticultural use. This includes a prohibition on carpet, underlay and tyres for any use.
6. No permanent children's play equipment is to be kept on the Allotment Plot without prior written approval by the Parish Council.

3.28 Vehicles

1. All vehicles must be driven carefully and parked sensibly, cause no obstruction or inconvenience to other Tenants. The speed limit in the allotment compound is 5mph.
2. Vehicles are to be parked within the perimeter of the Allotment compound at all times when tending to your plot. Repeat offenders that park outside the compound will be referred to the disciplinary committee and may lose their allotment.
3. No vehicles to be left unattended.

3.29 Waste

1. No garden waste, any other material or other waste is to be placed against any fence, hedge or gate.
2. Only plant waste may be composted on Allotment Plots. As there is no facility to dump other waste on any part of the Allotment Site for composting, each Tenant must ensure it is removed to an appropriate facility.
3. Composting is only allowed on the Allotment Plot and must be properly maintained to the satisfaction of the Parish Council.
4. All other waste material must be removed from the Allotment Plot and disposed of in an appropriate manner.
5. No vehicular tyres to be kept on the Allotment Plot or Allotment Site – tyres are hazardous waste containing toxins.
6. No cooked food waste is to be brought on to the Allotment Plot.



3.30 Water

1. Not to interfere in any way with, or connect a hosepipe to, the water or waste water supply on any Allotment Site.
2. Pumping water from water tanks either manually or electrically powered is not permitted.
3. Not to clean equipment, hand tools or root crops in the water troughs.
4. To keep the area around the water troughs clear of any materials or waste.
5. Any containers brought on to the Allotment Plot to store water (other than manufactured water butts) will need prior written approval from the Parish Council.

**Rooksdown parish council reserves the right to update these rules at any time
without any warning or consultation**



PLEASE SIGN BELOW AND EITHER:

- return a scan or photo of this page to the parish clerk via email to clerk@rooksdwn.org.uk
- take a copy, and send/deliver the original to the clerk at the above address

If you do not have access to a printer please ask the clerk for a paper copy of this sheet.

Rooksdown Parish Council

Rules for Allotment Plot Tenants version 1.2 May 2019

I have read the allotment Rules and agree to adhere to them at all times. I understand that failure to do so may result in the termination of the Tenancy. I consent to my personal details (name, address, phone number, email address) being used by Rooksdown Parish Council for the purposes of managing my tenancy and communication items of relevance concerning the allotments, and will inform the Parish Clerk of any changes to these details.

SIGNED by the said Tenant

Print Name

Date

Plot Number
