

Rooksdown Parish Council

Rules for Allotment Plot Tenants

V2.1 October 2020

1 New Tenants

1. A new Tenant must be a resident of the Parish of Rooksdown at the time they begin their tenancy.
2. 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 (RPC) and the Tenant) of tenancy and thereafter will comply with these Rules of the Allotment Site.
3. 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 RPC 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 RPC for the cost of the Allotment Plot.
- 2.4 **Buildings** – that are allowed are sheds, greenhouses, polytunnels and fruit frames or cages. Sheds must have a floor area not exceeding 3.4sq.m. This would permit up to, for example, 1.84m x 1.84m or 2.15m x 1.58m). The shed must be used for Allotment Plot storage use only. Greenhouses must not exceed 4.65sq.m in area, eg 2.5m x 1.84m. Polytunnels must not exceed 19sq.m in area, eg 3.1m x 6m. Any building must not exceed 2.3m in height and the combined building footprints 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 **Clerk** – Clerk to the Parish Council (clerk@rooksdwn.org.uk, 07928 129 122)
- 2.7 **Permitted Livestock** – Livestock is not permitted.
- 2.8 **RPC** – Rooksdown Parish Council or any committee or officer acting on its behalf.
- 2.9 **Tenancy Agreement** - A legally binding written document which records the terms and conditions of letting a particular Allotment Plot to an individual Tenant.
- 2.10 **Tenant** – a person who holds an agreement for the tenancy of the Allotment Plot.
- 2.11 **Term** – the period of occupancy stated on your Tenancy Agreement.
- 2.12 **Uncultivated** - either fully or partially overgrown or unused, weed or grass is prevalent, insufficient or no crop planting is present, or no apparent 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. The Tenant will be informed by RPC of any apparent breach of the Rules and given a reasonable time to rectify the breach (depending on weather conditions, nature of breach, personal circumstances of the Tenant).

If the Tenant fails to rectify any breach within the time allotted by RPC the Clerk will notify the Tenant by email that they will be evicted from the plot in seven days. If the Tenant believes they should not be evicted they must within those seven days contact RPC giving the reasons why they believe this to be the case. These reasons will be considered at the next meeting of RPC or its Allotments Committee, which will decide whether or not the eviction will proceed. The decision of the committee will be final.

3.1 Annual Rent and Tenancy Agreement

1. The Tenant undertakes to pay the Annual Rent for an Allotment Plot in full in one payment, within 45 days of receipt of an invoice from RPC in accordance with the Tenancy Agreement. Acceptable methods of payment are either Cheque or Bank Transfer.
2. Refunds of Annual Rent will not be offered under any circumstances.
3. The Annual Rent may increase on 1 January each year or such other date as may be set by RPC.
4. 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 RPC of a signed Tenancy Agreement.

3.2 Deposit

1. At the beginning of the tenancy the Tenant shall pay a deposit equal to 1 year's rent. This will be returned at the termination of the tenancy as detailed in 3.24 2 below.

3.3 Alienation

1. The Tenant undertakes not to underlet, assign or part with the possession of the Allotment Plot or any part of it without the prior written consent of RPC. For the avoidance of doubt transfer of the tenancy falls within the scope of this Rule and is prohibited. RPC may provide prior written approval for a Tenant to have a co-worker under conditions set by RPC.

3.4 Barbed Wire

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

3.5 Beekeeping

1. No bees are to be kept on the Allotment Plot unless prior written approval is given by RPC. Any Tenant wishing to keep bees must read "Rules for Beekeeping on Council Allotments" available on the RPC website (www.rooksdow.org.uk) or from the Clerk and then apply to RPC for permission, giving an assurance that they are prepared to conform to the rules. RPC's decision whether or not to permit any application for beekeeping on any Allotment Plot shall be final.

3.6 Bonfires

Tenants must:

1. Only light bonfires within the dedicated area.

2. Ensure they have read and understood any risk assessment for using the fire area.
3. 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. Use, if provided, a purpose-built incinerator and lid.
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.

3.7 Buildings

1. Any Buildings erected on an Allotment Plot 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 path or track.
5. It is recommended that any building is securely locked. RPC 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.

3.8 Change of address or other details

1. The Tenant must inform the Clerk immediately of any change of address or other details. If the Tenant moves their place of residence to outside the Rooksdown parish boundary they will be required to give up the Allotment Plot within 3 months.

3.9 Children

The Tenant must:

1. Not 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. Ensure children are supervised at all times.

3.10 Cultivation

1. The Tenant must Keep the Allotment Plot clean, cultivated and fertile, maintaining it in a good tidy condition.



2. If an Allotment Plot appears to be uncultivated, RPC reserves the right to cut down all weed growth and charge the Tenant for the cost of such work.
3. The Tenant must ensure that no more than 50% of the Allotment Plot is covered in grass for the purpose of providing a lawn.

3.11 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 RPC for further enquiry and resolution. RPC's resolution shall be final.

3.12 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 RPC. 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.

3.13 Edges, fences, paths and gates

The Tenant must:

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

3.14 Fruit cages

The Tenant must ensure that:

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

3.15 Nuisance

1. Abusive, aggressive, threatening or confrontational behaviour towards RPC'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. The Tenant must not cause any nuisance or annoyance to the occupier of any other Allotment Plot, adjoining landowners or the occupiers of nearby houses.
3. The Tenant must not enter, or take or remove any plants or crops or other items from other Allotment Plots without that Tenant's permission.

3.16 Use of Petrol or powered tools

1. Tenants must 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 Council. Requests will only be considered for special projects with a short duration.

3.17 Permitted Livestock

1. No livestock is permitted.

3.18 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 the Tenancy Agreement.

3.19 Power to inspect

1. RPC or its appointed officer is entitled to inspect any Allotment Plot.

3.20 Restriction on admittance to Allotment Plot

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

3.21 Security

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

3.22 Site combination

1. Once the combination for the lock(s) on the gates to the Allotment Site has been issued to the Tenant at the beginning of the Tenancy Agreement or any time thereafter, it is the Tenant's responsibility to keep the combination safe and not give it to non-family members.
2. The combination to any locks provided by RPC may be changed as required by RPC and the new code distributed via email.

3.23 Special conditions

The Tenant must:

1. Not take or carry away or sell any mineral, gravel, clay or sand from the Allotment Plot.
2. Observe and undertake any other special condition(s) which RPC considers necessary to preserve the Allotment Plot or the Allotment Site from deterioration.

3. Advise RPC of any damage to fences, water equipment, such as troughs, pipes, toilets or to any other aspect of the Allotment Site as soon as possible by contacting the Clerk.

3.24 Termination

1. The Tenant must leave the Allotment Plot in a clean and tidy condition and clear of any Buildings, debris and rubbish within seven days of the termination of the tenancy. Failure to adhere to this rule may result in RPC arranging for the Allotment Plot to be cleared and the cost of doing so shall be a debt due by the Tenant. Alternatively, RPC may at its discretion carry out works at a reduced/no charge fee. RPC 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.
2. On termination, RPC will return to the tenant any deposit taken at the start of the tenancy, net of any costs incurred or expected to be incurred by RPC in clearing the plot.

3.25 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 RPC.

3.26 Traps and snares

1. Tenants must not set traps without prior written approval of the Clerk.

3.27 Trees

1. Tenants must not cut, lop or interfere with any trees on the Allotment Plot other than the Tenant's own trees without the prior written approval of RPC.
2. Tenants must not 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.

3.28 Use of land

The Tenant must:

1. Use the land as an Allotment Plot in line with the terms of the Allotments Acts 1908 - 1950 and for no other purpose.
2. Observe and comply fully with all acts, statutory instruments, local parish or other bye laws, orders or regulations affecting the Allotment Plot.
3. Not use the Allotment Plot for any illegal, immoral or criminal activity or purpose.
4. 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.
5. Not stay overnight or use of any Buildings for residential accommodation.
6. Not bring on to the Allotment Plot or store any items other than for horticultural use, including carpet, underlay or tyres for any purpose.
7. Not erect or keep any children's play equipment on the Allotment Plot without prior written approval of RPC.

3.29 Vehicles

1. All vehicles must be driven carefully and parked sensibly, cause no obstruction or inconvenience to other Tenants. The speed limit on the Allotment Site is 5mph.

2. Tenants must park all vehicles within the perimeter of the Allotment Site at all times when tending to plots. Repeat offenders that park outside the compound will be referred to the Allotment Committee and may lose their allotment.
3. Vehicles must not be left unattended.

3.30 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.
3. Composting is only allowed on the Allotment Plot and any heap or pile for that purpose must be properly maintained to the satisfaction of RPC.
4. All other waste material must be removed from the Allotment Plot and disposed of in an appropriate manner.
5. No vehicle 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.
7. The Tenant must not deposit stones or other waste from the Allotment Plot on any paths or communal areas other than areas identified for that purpose by RPC. Stones in particular cause damage to mowing equipment which RPC may choose to recover by increasing allotment rents.

3.31 Water

The Tenant must:

1. Not interfere in any way with, or connect a hosepipe to, the water or waste water supply on any Allotment Site.
2. Not pump water from water tanks using either manually or electrically powered devices.
3. Not clean equipment, hand tools or root crops in the water troughs.
4. Keep the area around the water troughs clear of any materials or waste.
5. Obtain the prior written approval of RPC before bringing on to the Allotment Plot any container to store water (other than manufactured water butts).

RPC reserves the right to update or change 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 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

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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 Clerk of any changes to these details as required by 3.8 above.

SIGNED by the said Tenant

Print Name

Address

Date

Plot Number
