

# WENDLEBURY JUBILEE ALLOTMENT GARDENS

## RULES FOR TENANTS – November 2018

### 1 CULTIVATION AND USE OF PLOTS

- (a) The Tenant agrees to cultivate the allotment garden plot in such a manner as shall preserve its fertility, keep it tidy and free from weeds and rubbish and maintain it in a state of cultivation to the satisfaction of the Association.

If through unforeseen circumstances the tenant is unable to cultivate their plot for a specified period of time arrangements can be made with the Allotment Warden for suitable action to be taken to maintain the plot until such time as the tenant can resume activity on the plot.

If the plot is left uncultivated this may lead to a termination of the tenancy as set out in the Tenancy Agreement and in the following manner:

- i. The Parish Council will first write to the tenant giving him 28 days' notice to improve it or risk the tenancy being terminated and inviting him to offer reasons for the condition of his plot.
  - ii. The tenant may appeal in writing to the Parish Clerk within 14 days of the date of the warning letter. The Parish Council may in exceptional circumstances extend the period allowed for the plot to be brought up to standard.
  - iii. At the end of the notice period if, in the view of the Parish Council Committee, the plot is not up to a reasonable standard the tenancy will be terminated.
  - iv. As a guide to what constitutes a reasonable standard the Parish Council consider that maintaining a plot to a standard that prevents cross contamination of weeds to other plots is acceptable.
  - v. An annual inspection of the site will be carried out in May to ascertain the levels of cultivation and the Allotment Warden will advise tenants if the plots are not meeting suitable levels of maintenance or cultivation.
  - vi. The tenant will not, on termination of the tenancy, be entitled to receive from the Council any compensation whatsoever, including compensation for the loss of plants or for any improvement made to the allotment plot. The tenant may remove any plant planted before the termination of the tenancy, and will be asked to level the surface of the land and restore the same to a proper state and condition and make good any damage caused by the removal.
- (b) The Tenant agrees:
- i. To use the allotment garden plot for the cultivation of primarily vegetables and fruit and for the keeping of agreed livestock.

- ii. To use the allotment garden plot in a responsible manner and to take such precautions as will prevent any annoyance of or disturbance to tenants of adjoining allotment gardens or the owners or residents of adjacent houses.
- iii. To keep that portion of the allotment garden path and any roadway that is adjacent to the allotment garden free of any obstruction, and to cut the grass and trim back the blackberries or other hedges. Footpaths between allotment plots will be kept mown by the tenants. A 3 metre pathway shall be kept clear to be mown between one end of the allotment plot and the inner hedge boundary so access for vehicles can be maintained eg: for distribution of manure or delivery of sheds.
- iv. To permit any Officer of the Association or any person permitted by the Association to enter upon the Allotment garden at all reasonable times for the purpose of inspecting same.
- v. To obtain mains water only by the use of the dip tanks. Sprinklers and hoses may not be used. Water butts for the collection of rainwater may be used on plots.
- vi. That bonfires are not permitted due to the proximity of the motorway junction. All waste must be composted or removed from the site for disposal.
- vii. Erection of fences over 1m high to define boundaries between allotments is not permitted.

## **2 ERECTION OF SHEDS, GREENHOUSES AND OTHER STRUCTURES**

- (a)** The tenant agrees not to erect any fence, shed or other structure (other than those already on the site on 1 January 2009) on or near the allotment garden without the approval of the Parish Council and subject to its Rules, and if requested by the Parish Council at the termination of the tenancy, to remove any such structure without cost to the Parish Council.
- (b)** The guidelines agreed with the landowner on the erection of structures (attached) form part of the Allotment Rules. Please keep all structures to a reasonable and appropriate size.

The Parish Council gives its general approval to the erection of any shed/greenhouse providing it is in accordance with these guidelines and that it does not in any way obstruct or cause detriment to tenants on neighbouring plots or to the Association in pursuance of their general site maintenance responsibilities.

Any such structure must not cross any path between allotment plots, even if the tenant has a tenancy of each plot. In any event, the structure must be sited at least 300mm (1ft) from any adjacent path.

To meet the conditions of the lease no structure will have a permanent base, only easily removable materials eg: slabs, may be used to form bases within sheds and greenhouses.

- (c) Where there is any dispute between plotholders in relation to this Rule the Parish Council's decision will be final. The Parish Council has the power to require a tenant to move or dismantle a building if these Rules are not complied with.

### **3 CULTIVATION OF FRUIT**

To meet the conditions of the lease no trees may be planted on allotments, however fruit bushes are freely permitted within the plots.

### **4 KEEPING OF LIVESTOCK, INSECTS AND OTHER ANIMALS**

The Tenant agrees:

- (a) Not to keep livestock or bees on their plots without the written approval of the Parish Council. The Association will consider any requests of this kind on a case by case basis and before reaching a decision will consult any other tenants who in their view might be affected. Bees may be recommended to be located within the site but away from the main areas of cultivation.
- (b) Not to bring any dogs onto the allotment site unless they are kept on a lead or properly tethered at all times. Dogs must not be left unattended on the site. Any excrement **MUST** be removed by the dogs' owner.
- (c) Chickens and rabbits are **NOT** permitted to be kept on the allotments.

### **5 CHILDREN**

Children are welcome on the allotments but must be carefully supervised by a responsible adult at all times. Ball games next to cultivated areas are discouraged to avoid damage to plants.

### **6 SITE ACCESS**

The Tenant agrees:

- (a) To gain access to the allotment site by the authorised means only and not to make any other means of access to or exit from the allotment site without the written permission of the Parish Council.
- (b) **To keep locked all access gates to the allotment site, gates must be locked behind tenants when visiting the site to prevent vehicular entry from any other members of the public.**
- (c) **Vehicles must be parked off the shared main track so that access to the top of the track is available at all times to all others with rights of access to this area.**

- (d) Vehicles will not be taken into the allotment garden area unless they are being used for delivery of equipment etc. Following delivery, the vehicles must be removed to the designated parking area.
- (e) There may be times when some parking areas are unsuitable to use due to the ground conditions, tenants will follow the directions of the Allotment Warden concerning this.

## **7 COMMUNAL AREAS**

The tenant agrees to help maintain all communal areas in good condition and leave communal facilities in a tidy condition after use.

## **8 VACATING A PLOT**

- (a) Allotment holders vacating a plot cannot decide to pass on their plot to anyone. Allocation must be done via the Parish Council.
- (b) Anything left on the vacant plot will be forfeited to the Parish Council and used, sold or reallocated as the Parish Council sees fit.
- (c) The plot and any assets will be offered in order:
  - i. to the allotment holders living within the village
  - ii. to allotment holders living outside the village
  - iii. other villagers
  - iv. the wider community

If more than one allotment holder requests the plot, straws will be drawn.

## **9 OTHER CONDITIONS**

- (a) The tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council holds the land.
- (b) To observe or perform any other conditions which the Parish Council may from time to time approve or consider necessary for preserving the allotment site from deterioration and of which notice to the tenant is given in accordance with this agreement.
- (c) Not to erect or display any advertisement of any kind on or near the allotment garden or anywhere else on the allotment site.
- (d) Not to assign sub-let or part with the possession of the allotment garden or any part of it.
- (e) Not to use barbed wire anywhere on the allotment site.

- (f) Not to take, sell, carry away or permit to be taken, sold or carried away any timber, mineral, gravel, sand, clay, turf or soil.
- (g) Not to store anywhere on the allotment garden or site any explosives, large quantities of inflammable material or liquids or any other noxious substances.
- (h) Not to carry out any work or alternation to any part of any water, electrical or gas installations on the allotment site without the written permission of the Association.

## **10 PRIVACY NOTICE**

- (a) The tenant shall agree to the Parish Council holding their details electronically for the purpose of maintaining the Allotments and shall agree to the distribution of their contact details to the other allotment holders.

Agreed at a Parish Council meeting on 16 July 2020