

WESTERN WILLOWS ALLOTMENTS

Terms & Conditions

The Allotments Acts 1908 – 1950

Terms & Conditions implemented by Broughton Astley Parish Council in respect to the management and operation of allotment gardens.

1. INTERPRETATION OF RULES

Throughout these Rules the expression “the Council” means the Parish Council of Broughton Astley

2. DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT GARDENS

- Persons living in the Parish at the time of application for an allotment garden are automatically eligible to become a tenant if plots are available.
- The Council may also let to a person from outside the Parish only once there are no further requests from parishioners.
- If oversubscribed a waiting list will be kept.

3. DIVISION OF THE LAND INTO ALLOTMENT PLOTS

- The Council shall let to the tenant the allotment garden plot numbered as recorded in the Council's Allotment Register.
- **Each plot is provided with a numbered stake which must not be removed.**

4. AGREEMENT FOR LETTING ALLOTMENTS

- A tenancy agreement will be issued based on no more than two plots per household and will be signed on behalf of the Council by the Parish Manager.
- **Joint tenancies or sub-letting of an allotment garden are strictly prohibited.**

5. GENERAL CONDITIONS UNDER WHICH THE ALLOTMENTS ARE TO BE CULTIVATED

The Tenant is solely responsible for ensuring the rules in this document are met and shall comply with the following conditions:

- The Tenant shall keep the allotment garden clean and tidy and in a good state of cultivation. It is to be expected that at least $\frac{1}{4}$ of the plot is under cultivation of crops after 3 months of tenure.
- The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden.
- The Tenant must not obstruct any path set out by the Council and must ensure the path is not reduced in size under any circumstances.

The Tenant shall **NOT**:

- Use hosepipes
- Use glass on the allotment garden
- Use barbed wire
- Erect Poly-Tunnels higher than 0.50m
- Allow rubbish to be deposited on the allotment roads or in the perimeter ditches.
- Bring any waste on to the allotment garden
- Keep livestock or bees on the allotment gardens
- Use carpet to suppress weeds or other use
- Use a vacant plot to dispose of unwanted items

The Tenant **MUST**:

- Not store non-compostable waste at the allotment garden but remove it from site.
- Dispose of any waste produced as a result of their activities by composting within their allotment garden or removing said waste from site.
- Ensure only dwarf stock fruit trees are planted.
- Store, use and dispose of chemicals correctly in line with Government Regulations. www.hse.gov.uk/pesticides/user-areas/garden-home.htm
- Ensure that accompanied children always remain under the supervision of the tenant and must not be allowed to roam about the site.
- Ensure dogs are always kept under control and on a lead. All fouling must be removed immediately.
- Access the allotment gardens by way of the gates only and not over fences or through hedges.
- Ensure that all gates are closed when leaving the site.
- Park vehicles at the designated parking areas provided.
- Report any accidents to the Parish Manager, as soon as possible. An accident record book is kept in the Parish Office which must be completed after any accident or dangerous occurrence leading to injury. The Accident Record Book is kept in accordance with the requirement of the General Data Protection Regulation (GDPR) 2018.

6. BONFIRES

- **Bonfires will only be permitted when using a garden incinerator and must be contained within the plot boundary.**
- No bonfire is to be left unattended at any time.
- Bonfires must be completely extinguished before leaving the allotment garden
- Bonfires may be used to dispose of clean, dry organic allotment materials only.
- They should be lit with due consideration to others.
- No bonfire is to be lit if the wind will send smoke across the carriageway or towards residential properties.

7. PAYMENT OF RENT

- The rent of an allotment garden shall be paid annually by the first day of October in each financial year and will be construed as acceptance of the Council's terms and conditions.
- Tenants taking up a plot within the rent year will be invoiced for the remainder of the year on a pro-rata basis.

8. SHEDS

- The maximum size for a shed is 8' x 6'
- Before a shed is constructed a plan providing length, width, height and location shall be submitted to the Parish Council for written approval.
- All structures are to be kept in good condition and repair.
- **NO GLASS**

9. AUTHORITY TO INSPECT ALLOTMENT GARDENS

- The Council or its representatives will retain the right to enter and inspect the allotment gardens at any time to ensure that tenants are not in breach of the Terms and Conditions of the tenancy agreement.
- Following an inspection, for any allotment garden considered to be in breach of **Rule 5 - 'The Tenant shall keep the allotment garden clean and tidy and in a good state of cultivation'** the tenant shall be notified in writing and given 30 days to cultivate the garden to the required standard.

- After 30 days, a further inspection will be carried out and if the garden is still below the required standard the tenancy will be terminated in accordance with Rule 11(b).
- The tenant will only receive one written warning regarding the failure to maintain the allotment garden in a satisfactory condition. In the event of a repeat failure within a 12-month period, the Parish Council will immediately issue a notice of termination of tenancy
- Where there are mitigating circumstances, this period may be extended at the discretion of the Parish Manager.

10. BREACH OF AGREEMENT

- If the Tenant has been in breach of any of the provisions of these Terms and Conditions, including the obligation to pay rent on time, for a period of 30 days or longer after written notification of default, the Council will re-enter the allotment garden and the tenancy will there upon be terminated.
- A £25.00 per hour charge may also be incurred to the tenant if the plot has to be cleared by the Parish Council groundsmen.

11. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

The Tenancy of an allotment garden shall unless otherwise agreed in writing terminate on the FIRST APRIL or FIRST OCTOBER next after the death of the Tenant and shall also terminate whenever the tenancy or right of the Council terminates. It may also be terminated by the Council by re-entry after 30 days' notice: -

- a) If the rent is in arrears for not less than 30 days; or
- b) If the Tenant is not observing the Rules affecting the allotment garden or if the tenant becomes bankrupt or compounds with his creditors.
- c) The tenancy may also be terminated by the Council or Tenant by 12 months' notice in writing, expiring on the 31st March.
- d) On termination of the plot the tenant must ensure that the allotment is left in a suitable condition where it can then be passed onto a new tenant. If the plot is not acceptable and the Parish Council groundsmen have to clear the plot, then an hourly charge of £25 for clearance may be made.

12. SERVICE OF NOTICES

Any notice may be served on the Tenant either personally or by delivery to their last known address or by registered letter addressed there or by fixing the same in some conspicuous manner on the allotment garden.

13. NON-COMPLIANCE

Non-compliance with any of the above conditions may result in the termination of the tenancy.

14. COMPLAINTS

All formal complaints will be addressed by the Complaints procedure, details of which can be found on the Parish Council's website or can be obtained from the Parish Office. All complaints should be in writing and addressed to the Parish Manager. E-mail is also considered a satisfactory form of communication for these purposes. All complaints must contain the complainant's title, full name and address.