

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.**
- **Allotment Plot Condition.** When you accept an allotment, you ‘inherit’ anything already on the allotment at the time you take on the tenancy. This means that you will become responsible for removing any deposited waste material and for clearing back any overgrown areas. If the allotment is in particularly poor condition when you accept it, the Council may assist with strimming.
- **You must contact the Parish Office if you discover any hazardous material or suspicious substances when first taking over the allotment plot.**

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 ¼ of the plot is under cultivation of crops after 3 months of tenure **and 75% of the plot should be cultivated after 9 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**:

- Interfere with the plumbing mechanisms of water troughs
- Wash your hands, tools, or equipment in water troughs
- Install ponds or water features
- Drink water from water troughs
- 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**:

- **NOTIFY THE PARISH OFFICE OF ANY DELIVERIES MADE TO THE SITE.**
- Install a working water butt should a new shed be erected or moved for the collection of rainwater.
- Not store non-compostable waste at the allotment garden but remove it from site.
- Dispose of any waste produced 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 the gates are closed and padlocked at all times. Keys can be purchased from the Parish Office. **Ensure that the gates are padlocked when the last person leaves at any time of day, having checked that there are no vehicles left on site. Tenants are allowed to leave the gate open while they are on 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. **ANTI-SOCIAL BEHAVIOUR**

- Tenants must not behave in an abusive, aggressive, or threatening manner and act cordially and responsibly towards members of Council staff or Representatives, and other tenants.
- Where a member of Council staff feels threatened or abused the individual will be asked to leave the allotment site, and not permitted to return, until the matter has been resolved by the Council or Representative.
- Tenants should always act cordially and responsibly to neighbours and other tenants.

- Antisocial behaviour will not be tolerated, including but not limited to trespass, excessive noise, swearing, nuisance, drug or alcohol influence, verbal abuse, or anything similar.
- Any tenant, or third party accompanying a tenant, carrying out an act of anti-social behaviour will result in the tenant being in breach of the allotment rules.
- Please remember that to act against anti-social behaviour the Council must either witness the event or have hard evidence.
- No tenant shall enter another allotment plot without permission of the tenant.
- Any illegal or anti-social act will be investigated and if proven will result in termination of the tenancy agreement with one month's Notice to Quit and the Council may default to a Police investigation.
- All incidents of criminal behaviour should be reported to the Police
- The above guidance only concerns anti-social action where this has taken place on Council owned allotment land.
- The decision of the Council in the event of dispute is final.

7. ASBESTOS CEMENT

Under absolutely no circumstances is any person permitted to bring any form of asbestos onto an allotment site.

8. BONFIRES

BONFIRES WILL NOT BE PERMITTED ON WESTERN WILLOWS ALLOTMENT SITE AFTER 1 OCTOBER 2022.

9. **FLY-TIPPING** on any part of the surrounding area will result in Notice of Termination of Tenancy being served.

10. INSURANCE

The Council does not provide theft, damage, or liability insurance on land under tenancy. The tenant may be liable for the cost of an injury or claim that takes place on land occupied by the tenant. Tenants are responsible for any injury or damage caused to third parties, or to their property, whether on the allotment plot or on the allotment site because of their negligence, behaviour, or possessions.

11. **SALE OF PRODUCE** Allotments are strictly to produce vegetables and fruit for consumption by the tenant and his/her immediate family. No tenant is permitted to operate from the allotment as a business or trade, or to grow/ raise produce for the purpose of selling.

12. 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.

13. WATER SUPPLY To avoid frozen pipes the water supply will be turned off between November and April, depending on the prevailing weather conditions. The water may be turned off as early as October, and as late as May. Tenants should install water butts to preserve rainwater.

14. SHARING WITH OTHERS.

- A tenant may allow an immediate family member or third party to assist with the keeping of an allotment plot.
- The person helping has no tenancy rights.
- The Council does not permit any immediate family member or third party to gain tenancy to an allotment plot without properly waiting on the Council's official waiting list.
- Any actions by the third party, not in accordance with the tenancy agreement, will be treated as if the tenant were responsible.
- Where a third party is helping to such an extent that the tenant is rarely present, then it is reasonable for the Council to assume that the allotment plot is being sub-let (even if there is no exchange of money between individuals) and unless the tenant has a reasonable explanation such as illness, bereavement or similar, then the Council may deem that the Tenancy should be terminated, and the plot re-let

15. SITE SECURITY The Council is not responsible for the security of personal items on plots. All items are left on plots at the owner's risk. The Council is not responsible for the payment of compensation in the event of any loss. It is the tenant's responsibility to ensure that all incidents of criminal activity are reported to the Police.

16. 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**

17. HEALTH & SAFETY

- Allotments tracks and paths around the allotments are maintained to a reasonable pedestrian standard for allotment purposes and should be treated and respected as such.
- Tenants have a Duty of Care to ensure that they take all necessary precautions when using common ground.
- An allotment, or the land around the allotment, may pose slip and trip hazards when care is not taken, especially in adverse weather conditions the Council does not accept responsibility for any injury, or illness.
- Each tenant is responsible for their own personal safety either from a risk associated with the use of an allotment or getting to and from an allotment.

- Each tenant is responsible for their own health and safety.
- Tenants are expected to keep an allotment plot in good condition and free from defects which might cause an injury.
- Any defect such as a dangerous structure should be reported to the Council immediately. The Council will either provide advice on how the hazard can be removed or in default the Council may be required to remove the hazard, at the cost of the tenant.

18. SPRAYS, FERTILISERS, CHEMICALS, POISONS.

The Parish Council would encourage organic gardening wherever possible.

When using chemicals, the tenant must:

- Take all reasonable care to ensure that adjoining hedges, trees, crops, and neighbouring plots are not adversely affected and must make good or replant as necessary should any damage occur.
- Select and use chemicals that will cause no harm to members of the public, game birds and other wildlife.
- Only use sprays and fertilisers that are legal purchased and permitted for use by members of the public. **No trade products may be used.**
- Not use any sprays and fertilisers in such a manner that they may enter or contaminate a watercourse.
- Always comply with the manufacturer's guidelines for the safe use of sprays and fertilisers.

19. 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 21(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 12month 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.

20. 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.

21. 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 of 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 will be charged.

22. 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.

23. NON-COMPLIANCE

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

24. COMPLAINTS

The Council will only investigate complaints where the complaint is received in writing or using the Council's complaints procedure. Complaints must be accompanied with evidence to support the complaint, such as photographs. For complaints made by one tenant against another: The Council will investigate serious complaints which involve anti-social behaviour, and complaints of actual or potential health and safety matters. Other minor complaints will be resolved by the Council as resources permit and must in the first instance be resolved directly between the allotment tenants themselves. The Council reserves the right not to investigate complaints of a minor nature, particularly where tenants make repeated complaints against each other as part of a personal feud/vexatious complaints. Please remember that to act against offensive behaviour, such as verbal abuse, swearing, alcohol consumption, rowdy behaviour, or similar, the Council must either witness the event or have hard evidence. The Council cannot act based on the word of one tenant against another. Complaints will be dealt with in strict confidence.