

Hanslope Parish Council

Allotment Rules and Conditions

These rules and conditions supersede all previous allotment rules and conditions and take effect from the 31st January 2020. The Parish Council accept that any agreements made under the old rules and conditions will be honored at the discretion of the Parish Council with the current plot holders.

1. Any person, who is a resident in the Parish of Hanslope or neighbouring parishes shall be eligible to become a tenant of an allotment. Vacant allotments are offered by the Parish Council to applicants in order of application on the waiting list. In times of high demand priority will be given to residents of the Parish of Hanslope and only one plot will be assigned to one tenant.
2. A limit of 250 square meters (10 poles) will be placed on the size of plots for future letting.
3. The plot is to be rented for a period of one year from the first day of January. A termination period of one month will be required from either party, which is to be given in writing via the Parish Clerk.
4. A deposit of £25 will be payable on the first take-up of a tenancy, returnable at the end of the tenancy. The Parish Council reserves the right to deduct from this deposit the cost of any remedial work necessary through poor maintenance or neglect.
5. The annual rental shall be paid in advance in January each year following the issue of an invoice issued by the Parish Council in December stating the amount due and how this can be paid. The Parish Council will review the rental annually. Increases will be effective normally from the first day in January. The Parish Council shall terminate the tenancy of the allotment if the rent is overdue for more than 30 days from the 31st January or from the first date of the tenancy, or if the tenant is not duly observing the rules affecting the allotment site, or if the tenant is convicted of theft from the allotment site.
6. The water supply running costs are recouped annually from the tenants in January or at the Annual Meeting on a headage basis. The Water supply to the taps on the allotment site will be turned off before the end of October and will be turned on again around March (depending on the weather). This is done to avoid burst pipes due to freezing throughout the winter.
7. The Tenant shall agree not to sub-let, assign, or part with possession of the allotment area or any part of it without the written consent of the Parish Council.
8. The tenant is to ensure that the land is kept properly cultivated and maintained.
9. Inspections will take place three times a year generally in April, July and September. Where an allotment is found to be in an unsatisfactory state of maintenance, the tenant will be given 28 days in writing to rectify to an agreed state of maintenance. Where this work is not carried out then after the 28 days the plot holder will be served 1 months' notice of termination of the tenancy. Should the tenant wish to terminate the use of the plot, or the tenant be served notice of the termination of tenancy, the allotment must be handed back to the Parish Council, in a clean and tidy condition.
10. The Parish Council shall be responsible for cutting the Ridings and boundary hedges surrounding the site. The tenant shall be responsible for keeping down all weed growth including grass on the plot and on the grass paths and borders around the plot boundaries. Each plot holder will be expected to contribute to the general upkeep of the whole site.
11. The land is to be used for allowed purposes only (i.e. the growing of vegetables, fruit and flowers). The allotment shall not be used for any trade, business purposes or the storage of material that is not used for the cultivation of the plot. Garden refuse must be disposed of on the tenant's plots by composting or completely removed from the allotment field. No rubbish, soil or compost is to be tipped into any ditch.
12. The storage of vehicles and trailers on the allotment is not allowed.

13. No keeping of animals / livestock on the Allotment without **prior written permission from the Parish Council.**

- a. Request in writing permission to keep hens (excluding cockerels) on the allotment from the Parish Council (permission would only be withheld if there were serious concerns for health and nuisance).
- b. Only install and use hanging basket type feeders for food and water for hens, to reduce the amount of food spread on the ground.
- c. Only store food for chickens in metal containers with lids.
- d. Only erect raised hen houses not ground level type structures.
- e. Ensure an area of at least 50cm around the hen run is clear of all vegetation.
- f. Not to keep hens in such a way as to cause a nuisance or be prejudicial to their welfare or a risk to health.
- g. It is the responsibility of the allotment holder who keeps chickens to provide adequate means of controlling vermin that are attracted to chickens and their pens/hutches and feed.

14. The tenant must ensure that no vehicles are parked on the access approach or to cause an obstruction to other authorised users of the site or to adjoining properties. Access gates are to be kept closed/bolted except when entering or leaving the site.

15. No vehicles will be allowed on the allotment field when weather conditions are likely to cause damage to the ridings. No vehicles will be allowed onto the allotment field from 1st December through to 31st March.

16. The Parish Council does not permit allotment holders to construct any permanent buildings or use Asbestos or Concrete materials. Single sheds or greenhouses are permitted; these may not be larger than 2.44m x 1.83m (8ft x 6ft). It is recommended that these are stood on paving slabs bedded on sand, and sheds preferably should be of timber construction.

The tenant shall not erect anything on the plot or within the boundary of the allotment site, which would cause injury to neighboring allotment holders or visitors. All sheds, greenhouses and hen houses should be kept in a tidy and useable condition. The Parish Council's decision on whether or not something is potentially dangerous will be final. In the event of such a decision, the object must be removed or repaired forthwith.

17. Where the plots are defined by corner posts installed and numbered by the Parish Council these are to be maintained by the plot holder and left in place at the end of the tenancy, The tenant shall not use barbed or razor wire for a fence on the allotment site. If wire netting or any fencing is used to surround an allotment plot this netting/fencing and its support posts must be maintained in good condition and not allowed to obstruct the paths that are set out by the Parish Council for the use of the occupiers of the allotment garden. All wire netting and posts should be removed at the end of a tenancy.

19. No more than four fruit trees may be grown on any one plot and such trees should be grown as dwarf or half-standard only. Full standard or vigorous trees will not be permitted.

20. The tenant shall not, without the prior written consent of the parish council, cut down any trees or take, sell or carry away any material, gravel, sand, soil or clay.

21. The tenant shall not attach a hosepipe to the water points in the allotment and the use of sprinklers is not permitted. It is recommended that where sheds or greenhouses are erected you collect rainwater into closed water butts from these buildings.

22. The tenant shall not cause any nuisance or annoyance to the holder of any other allotment, nor obstruct any pathway set out by the Parish Council for the use of allotment holder or the paths that divide individual plots.

23. Should any dispute arise between allotment holders or outgoing or incoming tenants the same shall be referred initially to the Allotment Sub Committee. If the dispute cannot be resolved, then the matter will be referred to the Parish Council whose decision is final.

24. Children are only allowed on the allotment site under strict supervision of the allotment holder.

25. In the interests of other allotment holders no dogs are allowed on the site except on a leash. Any dog fouling should be picked up by the dog's owner and removed from the allotment field.

26. The amount of any plot covered by weed suppressing material should not normally exceed 20% of the total plot area unless prior authorisation has been obtained in writing stating the reason for requiring a larger area to be covered. Where weed suppressing materials are used this should preferably be of black or green materials specially produced for the purpose. **Old carpet and sheet flooring is not to be used** as this breaks down over time leaving chemicals in the soil.
27. The lighting of bonfires on the allotments is restricted as follows:
- a. No fire should be left unattended.
 - b. Only garden rubbish unsuitable for composting that is produced on the allotment should be burnt, NO household rubbish to be burnt.
 - c. No fire to be lit within one hour of sunset or to be left alight later than one hour after sunset.
 - d. Do not cause a nuisance to neighbouring plot holders or adjoining householders. Always consider wind conditions before lighting a bonfire. A smoky bonfire could be actionable and result in Legal Proceedings and a fine.
28. It is not permitted to store large amounts of timber, paper, cardboard and other inflammable materials on plots.
29. The storage of large amounts of chemicals and pesticides is not permitted on allotment plots and the use of such materials must be used on your plot so as not to affect plants growing on other plots.
30. In order to help reduce the amount of plastic non compostable materials in the environment all allotment tenants are required to remove all this type of material from the allotment site and recycle this as appropriate when it becomes surplus to requirement.
31. In the event that these regulations are not complied with and the Parish Council incurs expenditure to achieve compliance, the cost will be recoverable from the tenant.
32. Any requests, queries or grievances must be submitted to the Parish Council via the Parish Clerk in writing.
33. In the interests of public safety, the Parish Council prohibits the use of shotguns, rifles, air guns and bows and arrows in the allotment field. If a pond is constructed on an allotment it must be securely fenced and open water containers should have a secure or hinged cover.
34. If you move to a new house within the parish and wish to retain your allotment it is your responsibility to notify the Parish Council Clerk immediately of your new contact details.
35. If working your plot is becoming too much for you, please speak to the Parish Council as a smaller plot may be available or it may be possible that the size of your existing plot could be reduced or it may be that someone could be found to share your plot. (see rule 8)
36. If you decide that you no longer want your allotment please let the Parish Council know in writing. You will be expected to remove any property and leave the plot in a clean and tidy condition. The Parish Council reserves the right to charge you for any reinstatement costs if the plot is left in a poor state.

January 2020

Hanslope Parish Council Allotment Tenancy Agreement

An agreement made the (date) **Between** Hanslope Parish Council and
(Name of Allotment Tenant)
of
(Allotment tenant's Address)

WHEREBY

The Tenant agrees to take the allotment plot as detailed below on an annual tenancy, which can be continued by the paying of the rental every year at the current rate.

PLOT NUMBER:

AREA: square metres or thereabouts

RENT: £ Payable yearly in advance on the 1st January each year to cover the year 1st January to 31st December. The Parish Council retains the right to review the rentals and Rules and Conditions every year, and these will be shown with the invoice sent by the Parish Council in December to each allotment tenant. Any Tenant who has not paid their rent by the 31st January will have deemed to have ended his/her tenancy of their allotment.

On the First tenancy of the Allotment there is a deposit of £25-00 payable which will be returned at the end of the tenancy provided the allotment is handed back in a clean and tidy condition.

I have read and understood the Hanslope Parish Council Allotment Rules and Conditions and agree to abide by them.

Signed by : (Name of Allotment Tenant)

Print Name:

Date: