

Hanslope Parish Council

Allotment Rules and Conditions 2024

1 Interpretation of terms

These Terms and Conditions constitute the Allotment Rules that all tenants of allotment plots agree to abide by when they sign the application form for an allotment. This agreement is renewed annually with the payment of rent.

Throughout this document, the expression 'The Council' means the Parish Council of Hanslope and includes any committee of the Council or any allotment managers appointed by the Council under the Allotment Acts, 1908 to 1950.

Allotment, plot refers to an individual allotment garden as defined in the Allotments Act 1922.

All new allotment plots are a maximum of 10 poles or thereabouts in area (approximately 250 m²) although dimensions (length and width) vary.

2 Eligibility

Any resident of the Parish is eligible to become a tenant of an allotment. Non-residents may also apply but their application will only be granted if there are vacant plots available. Hanslope residents will be given priority in any waiting list, if one is necessary.

3 Rent

The annual rent is due for payment by the tenant on 1st January each year and terminate on the 31st December each year, irrespective of their original start date.

The annual rent for each allotment plot shall be reviewed annually by the Council. The Council aims to set the rent at a level that will cover some of the regular expenditure but will not produce a profit. The three main items of expenditure are water supply, insurance and grounds maintenance.

4 Deposits

Deposits will be refunded to Tenants following termination or surrender of the tenancy, provided that the plot is vacated in a good, useable condition.

5 Sub-letting

The Tenant shall not sub-let the allotment plot or any part thereof without the written consent of the Council.

6 Power to inspect

Any representative of the Council or member of the sub-committee shall be entitled at any time when directed by the Council to enter and inspect any allotment plot.

7 Inspections

Will normally 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, in writing, 28 days to rectify the plot to an agreed state of maintenance.

Failure to comply may result in notice of termination of the tenancy.

8 General conditions under which allotment plots are to be cultivated.

8.1 Weather permitting, the Tenant shall start to manage the plot within two months of accepting the tenancy.

8.2 The Tenant shall keep the plot clean and in a good state of cultivation and tidiness. **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.**

8.3 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.

If you use weedkiller or other chemicals on your plot, this must not be allowed to drift or spill over onto paths or neighbouring plots.

8.4 Tenants should inform the Council if they have any difficulties in keeping their plot in good condition.

8.5 The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or to local residents.

8.6 The Tenant shall not obstruct or encroach on any of the main paths set out by the Council nor on the paths between individual plots. Note that paths between individual plots are not included within the tenanted area of each plot; maintenance of these paths is the joint responsibility of adjoining tenants.

8.7 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, 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 Council for the use of the occupiers of the allotment garden.

8.8 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.

8.9 The Tenant shall not use barbed or razor wire.

8.10 The Tenant shall not deposit or allow any other persons to deposit any refuse or waste materials on or around the allotment area. Any non-compostable waste material resulting from allotment activities (e.g. plastic, metal, empty containers, netting, posts etc.)

must be removed from the allotment by the Tenant as soon as the material is no longer in use.

8.11 The Tenant shall not use carpet or underlay on the allotment plot.

8.12 The Tenant shall not deposit vehicle tyres on the allotment site.

8.13 Tenants shall not, without prior written consent of the Council, erect any structure on their allotment plot.

The Council does not permit tenants to construct any permanent buildings or use Asbestos or Concrete materials. Only a single shed and a non-glass greenhouse is normally permitted on a single plot.

New and replacement structures such as sheds shall not exceed base dimensions of 2.44m x 1.83m (8ft x 6ft). and have a maximum height of 2.44m (8ft). The structures must be of sound construction, good condition and windows must be of a plastic material (no glass).

Any structure erected on an allotment plot shall be regularly maintained as required by the Council. The Council reserves the right to request removal or repair of all erected structures on a tenant's plot where the tenant fails to maintain the structure to an acceptable standard.

Structures erected upon a tenant's plot shall be removed upon termination of a rental agreement unless otherwise agreed by the Council. Where it is agreed a structure can be left on a vacated plot that agreement shall be at no financial expense to the Council.

8.14 The tenant may erect a polytunnel with the following maximum dimensions: width 2.5 m, length 3.0 m (and height proportionate to width).

8.15. 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.

8.16 The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees (other than those on their tenanted plot), or take, sell, or carry away any mineral, soil, gravel, sand or clay from the allotment site.

8.17 Bonfires should only be lit when necessary. Composting is usually a better alternative. If burning is the only option, then woody cuttings etc, unsuitable for composting, should be thoroughly dry to produce a quick, hot fire with minimum smoke.

If you must have a bonfire, be considerate of nearby residents. Be aware of the wind's direction and don't light a fire if the wind is blowing towards the houses or stables.

No fire should be left unattended or lit within one hour of sunset or to be left alight later than one hour after sunset.

Never burn plastic or anything other than dry wood and plant material.

8.18 The flying of Flags is not permitted, (apart from a small wind-directional flag, installed by the committee).

8.19 If a pond is constructed on an allotment, **it must be covered with rigid mesh** and open water containers should have a secure or hinged cover.

8.20 Dogs belonging to Tenants are permitted but must be always kept on a lead. Any dog waste must be removed.

8.21 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 November through to 31st March.

The Access gates are to be kept closed except when entering or leaving the site. Some designated Parking is available, otherwise vehicles cannot be left on site.

8.22 Children must be accompanied by an adult and must not enter other plots. If you take children with you to the allotments, please be aware of the dangers – you are responsible for their safety.

8.23 The Tenant shall observe and perform any other special conditions which the Council consider necessary to preserve the allotment area from deterioration.

9 Chickens and other livestock

9.1 The Tenant shall not, without the written consent of the Council, erect any building on the allotment plot other than one reasonably necessary for the purpose of keeping chickens or rabbits, or otherwise described in these Terms and Conditions.

9.2 Cockerels are not permitted.

9.3 An additional deposit of £25 is payable that will be returned at the end of the tenancy as long as the plot has been left in a good condition and the chicken run and coop or Animal housing has been removed.

9.4 A maximum of 25% of the area of any one plot may be given over to the accommodation of chickens or rabbits.

9.5 Tenants who keep permitted livestock must at all times demonstrate that acceptable levels of animal welfare are being maintained.

A contact telephone number must be notified to the Parish Clerk and may be displayed on the allotment plot for the use of other allotment holders.

9.6 Feed must be stored in vermin proof metal containers with lids.

9.7 The tenant shall be liable for any claim arising from livestock kept on the allotment.

9.8 If, in the opinion of the Council, the use of this plot for keeping livestock has become a Public Nuisance, then this permission may be revoked, and the livestock must be removed.

10 Termination of tenancy

10.1 The tenancy of an allotment plot may be terminated by the Council by service of 28 days' notice if:

- The rent is more than 40 days overdue (i.e. not paid by 11th February).
- The Tenant is not keeping their plot in good condition, or not duly observing any other Term or Condition of their tenancy.

10.2 Tenants should inform the Council if they wish to terminate their tenancy.

10.3 In the event of the termination of the tenancy, the Tenant shall remove all their personal property and leave the plot in a clean and tidy condition. If, in the opinion of the Council, the allotment plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the outgoing Tenant (Allotments Act 1950, s.34).

11 Service of notices

Any notice may be served on a tenant either personally or by leaving it at or posting it to the tenant's last known place of abode, or by fixing it in some conspicuous manner to the allotment plot.

12 Council's decision

The Council's decision on any matters not explicit in these Terms and Conditions is final.

Disclaimer:

The Council shall not be held liable for injury to any persons using the allotments or any persons accompanying allotment holders. Whilst every effort is made to ensure the security of the allotment site, the Council cannot be held responsible for any loss or damage to equipment used and/or stored on the allotments or any vehicles entering the entrances to the site or the site itself.

Please complete, sign and return your Allotment Tenancy Agreement for 2023:

Preferred: scanned and emailed to clerk@hanslopeparishcouncil.gov.uk

By hand to: The Pavilion (mailbox), Hanslope Recreation Ground.

By post: Hanslope Parish Council, The Pavilion, Hanslope Recreation Ground, Castlethorpe Road, Hanslope MK19 7LG.

All allotment holders are required to sign and return this agreement each year. Thank you.

January 2024

Hanslope Parish Council Allotment Tenancy Agreement

An agreement made on (date)

Between Hanslope Parish Council and

(Name of Allotment Tenant)

of

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.....
.....

(Allotment tenant's Address)

Email

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: