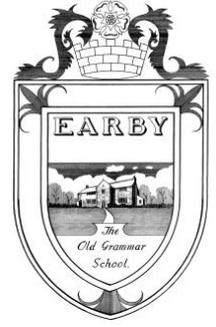


EARBY TOWN COUNCIL



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ALLOTMENT TENANCY RULES, TERMS & CONDITIONS

Allotment Rules

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1. Introduction

1.1 The Council has the power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment sites at Earby (The Allotment Act 1908 Section 28).

1.2 When those rules are brought into operation they apply to all such allotments, even if held under a tenancy agreement before the rules came into operation.

1.3 The Council reserves its right to change the rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's web-site, on-site notice board, email or letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.

2. Definitions and Interpretations

"The Council" means Earby Town Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.

"Allotments" means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, limited flowers and fruit.

"Allotment Tenant" means a person, 18 years or older and residing within the Town of Earby, who is thereby, entitled to rent an allotment plot.

“Allotment Plot” means a defined area of land that is available to rent for an annual sum.

“Allotment Rent” means the annual charge for renting an allotment plot for 12 months from 1 October to 30 September. This charge is reviewed annually by the Council and recurring.

“Structures” means building, shed, greenhouse, shelter, animal run or hutch, poly-tunnel, pond or other similar construction on an allotment.

“Your Address” means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.

“Family Member” means somebody who is related to you (by blood, marriage, civil partnership, adoption or other legal formality) or with whom you live as husband and wife or civil partner, provided they have lived with you as part of your household for at least one year before your death.

3. Eligibility Criteria and Allocation of Plots

3.1 To be eligible for an allotment a person must be 18 years or older and resident within the Town of Earby (Allotments Act 1908 Section 23 (1)) and registered on the electoral register.

3.2 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

3.3 When a vacant plot is not available, the Council operates a Waiting List. When a plot becomes vacant the person on the top of the list is given first choice for the tenancy.

People are given three weeks to respond to this offer and if no response is received within this time, they will be offered the next available plot. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance the plot will be offered to the next person on the list.

A maximum of two plots will be offered before the person’s name is placed at the bottom or removed from the list. Each allotment tenancy will be made in the name of one person only.

3.4 Plot allocation is restricted to one plot per household.

3.5 All allotment plots are let on an as seen basis.

4. Allotment Tenant Responsibilities

4.1 The tenant shall keep their allotment plot in a good state of cultivation, and free from grass and weeds.

4.2 The plot shall be wholly or mainly cultivated by the tenant for the production of vegetable or fruit crops for their own personal use. The tenant must not use their plot to carry out any business or grow produce for sale.

4.3 The tenant shall not construct any hard landscaping i.e. patios, paved or permanent pathways etc.

4.4 The tenant may allow family members to come on to the allotment site to help cultivate their allotment.

4.5 The tenant is responsible for the conduct and activities of anybody they allow on the allotment site.

4.6 The tenant shall not deposit, or permit to be deposited any refuse, rubbish or any extraneous matter on their plot, or any other part of the allotment site. All arisings from the permitted allotment activities shall either be composted on the plot or burnt as outlined in 4.7.

4.7 Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders. Under the Environmental Protection Act 1990 it is an offence to

cause a nuisance through the generation of “smoke emitted from premises so as to be prejudicial to health or a nuisance”. Therefore, the tenant must conform to the following requirements:

- 4.7.1 Bonfires must be extinguished, if not burnt out by dusk.
 - 4.7.2 Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift).
 - 4.7.3 Only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots.
 - 4.7.4 Do not set fire to massive piles of materials but start with a medium stack and add further material in stages. 3-foot diameter by 3-foot-high maximum.
 - 4.7.5 Do not light a fire when wind drift will cause smoke to blow across the cemetery.
 - 4.7.6 Non-vegetable matter such as plastic, rubber, carpet, large quantities of wood or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
 - 4.7.7 In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, the fire must be extinguished.
- 4.8 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.
- 4.9 The tenant will keep common pathways adjacent to the plot in good condition, free from holes and other hazards and to ensure that the standard path width of not less than 450mm (18 inches) and not more than 750mm (30 inches). Is maintained at all times and not encroached upon.
- 4.10 The tenant shall keep the edges to the plot where they abut other plots and common pathways in good condition and properly edged and to ensure that the soil levels on plots adjacent to common pathways are kept to within 75mm (3 inches) of the adjacent path’s surface.
- 4.11 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.
- 4.12 No asbestos material shall be brought on site for any purpose.
- 4.13 The tenant shall only store timber, scrap or similar materials that are intended for use for allotment purposes sparingly and must remove them if they have not been put to use in compliance with these rules within six months.
- 4.13 Tenants should only use carpet, underlay or similar material sparingly and remove it before it disintegrates or becomes overgrown with vegetation.
- 4.14 The tenant shall not plant any shrubs, conifers or trees.
- 4.15 The tenant shall not plant a hedge or install any type of fence around or on their plot except rabbit proof wire fencing maximum height 2 feet.
- 4.16 Council shall look sympathetically on a request to erect a boundary fence around a plot, provided the materials are agreed prior to its construction and that a guarantee is given by the tenant to maintain it in good condition at all times thereafter.
- 4.17 The tenant shall not allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.
- 4.18 The tenant shall not erect or display any notice or advertisement on the plot or any building or structure.
- 4.19 The tenant shall not allow any compost heap, slack or other materials to be in contact with (or lent upon) any boundary fence, wall or hedge.
- 4.20 The tenant is not permitted to bring a dog on site, unless this is done so, in strict accordance to point (5) of the Council’s Allotment Terms & Conditions (adopted 29-04-2013).
- 4.21 The tenant shall not keep or allow other persons to keep animals or livestock on the allotment site except in accordance with 8.1.

4.22 The tenant shall not alter, or permit anyone to alter the water supply system on the allotments provided by the Council, and shall not connect or permit to be connected sprinklers or other high use/automatic watering systems to the water taps. A hosepipe may be connected to the taps during use, but must be disconnected and put away afterwards.

4.23 The tenant should always be aware that the cost of the water is shared annually between all tenants through a metered supply; the higher the water consumption is the greater the cost to all tenants on that site, irrespective of their individual take up of this service.

4.24 The Tenancy of an Allotment is personal to the Tenant. Pursuant to Section 27 (4) of the Allotment Act 1908, tenants may not assign, under-let or part with possession of all or part of their Allotments (including any structure, shed or greenhouse). Breach of this rule by any tenant may result in termination of the tenancy agreement.

5 Disputes and Tenant behaviour

5.1 Any disputes between tenants should be referred to the Council and the decision of the Council will be binding on all tenants involved in the dispute.

5.2 Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council Officers or members of the public and be friendly and harmonious regardless of their race, gender, disability, age, sexual orientation or religion. The Council shall reserve the right to issue one month's Notice to Quit if this condition is not adhered to.

5.3 The Council operates a corporate complaints procedure; details can be obtained from the Council.

5.4 Tenants are responsible for providing and maintaining a marker that clearly identifies their plot number.

5.5 When using pesticides or fertilisers on their plot, the tenant must:

5.5.1 Take all reasonable care to ensure that other plots, paths, hedges and trees are not adversely affected, and must make good, or replant as necessary should any damage occur.

5.5.2 Select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds & other wildlife, except for vermin or pests.

5.5.3 Comply at all times with current pesticide regulations including storage.

4.9 The tenant is responsible for any contamination brought onto the allotment site such as through the purchase of contaminated manures.

6. Council Responsibilities

6.1 The Council will provide and maintain computerised records including name, address, email and telephone number, in accordance with the Data Protection Act 1998 and GDPR, whilst a resident remains a tenant or on the Council's waiting list. The Council will also provide access to staff during office opening hours. The public and allotment tenants can also contact the Council via email to the Town Clerk at clerk@earbytowncouncil.org.uk and via the Council's website.

6.2 The Council will provide and manage a notice board on site if requested.

6.3 The Council will provide a pest control service for management of rat infestations for plots that are not used for the keeping of livestock (hens/pigeons) only where such an infestation does not emanate from a livestock plot. The Council is not responsible for the clearing of moles, wasps, bees, rabbits or any other identifiable pest.

6.4 The Council will provide, and maintain in good working order, a water supply with water access points spaced around the site. The Council will arrange to have the water supply turned off from the beginning of November to late March each year to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.

6.5 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates. Every tenant will be provided with the combination number.

6.6 The Council will arrange for grounds maintenance operations to be carried out when deemed appropriate.

7. Sheds and Structures

7.1 Sheds and structures must not be installed or erected without prior written permission from the Council.

7.2 Each allotment plot is restricted to one shed, one greenhouse or poly-tunnel, one pond and a fruit cage not to exceed the following sizes:

	Length x Width x Height x Depth x Area
Shed:	8 Feet x 6 Feet x (Apex Roof) 6 Feet 6 inches.
Greenhouse/Poly-tunnel:	8 Feet x 6 Feet x 6 Feet 6 inches.
Pond:	12 Feet ² x 18 inches.
Fruit/Vegetable Cage:	Width of plot x 13ft (maximum).
Hen House/Run:	Sizes and materials to be agreed on application.
Rabbit Hutch/Run:	Sizes and materials to be agreed on application.

All sheds and structures on allotments, whether erected by the tenant or in situ on the allotment plot on commencement of tenancy, must only be used in connection with the use and management of allotment plots.

7.3 All such sheds and structures should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed or structure forthwith.

7.4 Sheds and structures must not be installed on a permanent base/foundation.

7.5 When a tenant ceases their tenancy on a plot, they will be expected to remove their shed and structures from the allotment site before their plot is re-allocated. Such shed, structure or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining shed or structure on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant or disposed of by the Council and costs charged to the outgoing tenant.

7.6 Tenants are advised not to store valuable equipment and materials in their sheds or structures.

7.7 Tenants must not store lubricants, flammable or dangerous chemicals on the allotment site & compensation will be sought by the Council or neighbouring plot holder in the event of damage caused by an accident resulting from any contravention of this rule.

7.8 Tenants are permitted to install compost bins, structures intended for such purpose & support structures for soft fruits. Barbed wire is not permitted on any part of the allotment site.

8. Livestock

8.1 The only livestock to be kept on an allotment site by the tenant are hens (not cockerels), pigeons & rabbits, by prior written agreement/permission ONLY.

8.2 The conditions for keeping livestock (if granted in accordance with 8.1 above) are that you:

- (a) Apply for permission giving details of the specification in accordance with 7.2 above and number of animals to be kept.

- (b) Comply with all animal welfare legislation and be responsible for the control of vermin and other pests.
- (c) Make sure that you have adequate housing, diet and water (bearing in mind that the supply of running water on the allotment site is not available all year round).
- (d) Arrange for them to be checked at least once a day.
- (e) Provide us with two emergency 24-hour contact telephone numbers.
- (f) Comply with any restrictions or regulations imposed by the Department for the Environment, Food and Rural Affairs (DEFRA) (or such government department or agency that may replace DEFRA in respect of such restrictions or regulations).
- (g) Dispose of carcasses in accordance with legislation and do not bury them on your allotment (or elsewhere on the allotment site).
- (h) Remove all livestock and related equipment at the end of your tenancy.

9. Site Management

9.1 The Council will arrange for regular site inspections, to ensure that the site is being properly maintained and used. The Council reserves the right to access any plot, shed or structure in order to carry out these inspections.

9.2 The site inspections will include checking the cultivation of plots, the conditions of site boundaries and identifying other problems that the Council needs to resolve. If it is determined that a breach has occurred and/or where there is no visual improvement undertaken by the tenant, the Council acting on the recommendations of the Council Officer. Will give notification to the relevant tenant in writing, a warning letter, final notice or termination notice as applicable, unless there are extenuating circumstances, which can be brought before the Town Council as determined by the Council.

9.3 Photographic evidence may be used to aid inspections.

9.4 The tenant will be expected to acquiesce in any readjustment of boundaries or plots that may be found necessary after the Council has carried out any detailed survey of their allotment gardens.

10. Termination of Allotment Tenancy Agreements

10.1 Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year when the cancellation is at the request of the tenant.

10.2 The Council reserves the right to cancel an allotment tenancy via one month's written Notice to Quit pursuant to Section 30 (2) of the Allotment Act 1908 if:

10.2.1 Allotment rent is in arrears for 40 days or more (whether formally demanded or not) or.

10.2.2 It appears to the Council that the tenant of an allotment, not less than three months after commencement of the tenancy thereof; is resident more than one mile outside the Town for which the allotments are provided.

10.2.3 It appears to the Council, not less than three months after the commencement of the tenancy thereof, the tenant is not duly observing the rules affecting the allotment plot/site, or any other term or condition of his/her tenancy.

10.3 Where a tenant fails to maintain a good standard of cultivation, the Council will serve a "Notice to Improve" giving 14 days for improvement. Failure to improve the plot may lead to termination of the tenancy.

10.4 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to Section 1 of the Allotments Act 1922. The tenant shall on termination of the tenancy be entitled to compensation only in the event and to the extent prescribed by section 2, sub-sections 2 and 3, of the Allotments Act 1922, as amended by the Allotments Act 1950 but not further or otherwise.

10.5 The Council shall on termination of the tenancy be entitled to recover compensation from the tenant by virtue of section 4 of the Allotments Act 1950, in respect of any deterioration of the land caused by the failure of the plot holder to maintain the land clean and in a good state of cultivation and fertility.

10.6 The Council may terminate tenancy in any circumstances pursuant to section 1 (a) of the Allotments Act 1922, as amended by the Allotments Act 1950, by giving the tenant 12 month's written notice, and provided that the notice expires in the winter months (either on or before 6 April of any given year or on or after 29 September of any given year).

10.7 On the death of a tenant, the tenancy shall, unless otherwise agreed in writing, terminate two months after the death. Alternatively, the Council shall look sympathetically on a request to transfer the tenancy to a "family member" (2. Definitions & Interpretations) who wish to be responsible for the maintenance and cultivation of the existing allotment garden.

11. Charges

11.1 The Council reviews its allotment charges on an annual basis, as part of its budget setting process.

11.2 In September each year, tenants will be sent an invoice in advance for allotment rent covering the forthcoming year - 1 October to 30 September and water charges retrospectively.

12. Change of Address and Notices

12.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.

12.2 Notices to be served by the Council on the tenant may be:

- (a) Sent to the Tenant's last known address in the Tenancy Agreement (or notified) to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered, or.
- (b) Served on the Tenant personally, or.
- (c) Left on the Allotment Plot.

12.3 Notices served under sub-paragraph (a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post; Interpretation Act 1978 Section 7.

If you have any queries about these rules please contact the Council Office on 01282 844 965 or Email the Town Clerk at clerk@earbytowncouncil.org.uk

It is the responsibility of the tenant for the safety of their allotment plot and the Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings occurring on their allotment site. Some insurance companies offer public liability cover through home policies.

Allotment Terms and Conditions

The Allotment committee have drawn up the following terms and conditions to accompany your tenancy agreement. They are intended to help all our tenants understand their responsibilities and the limits of their tenancy as well as ensuring our allotment sites are clean, tidy, cultivated spaces for the enjoyment of everyone, including the surrounding community.

The main aim of the committee is to provide allotments on which tenants can cultivate food crops for their family's consumption.

The committee accept that some plots are cultivated as gardens rather than allotments, this is historical and will remain for those tenants who have an existing tenancy but will change to allotments when the plots are naturally re-tenanted.

1. All plots must be maintained in a weed free cultivated state. All materials taken onto your plot must be utilised and removable on leaving your tenancy. **NO** items should be transferred to or left at the site entrances / gateways. Annual plot inspections will be carried out by members of the committee.
2. It is the responsibility of each plot holder to maintain the internal fence of their plot (if any) to a reasonable, tidy & safe standard. **NO barbed wire is allowed.** The perimeter fence of each site is Earby Town Council's responsibility, and should not be tampered with, nor things lent against them.
3. It is the responsibility of plot holders to maintain the area around their plot in a weed free state and to cut grass regularly.
4. A shed and greenhouse may be erected on your plot to a maximum size of 6' x 8'.
5. **Dogs** If you choose to bring a dog onto the site, it must be kept within your own allotment and not allowed to stray onto other plots. Any mess must be cleaned up and removed from the site.
6. **NO LIVESTOCK** may be kept on your plot without written permission from the Committee. Each application for the keeping of any live creatures will be considered on an individual basis.
7. **Bonfires.**
 - a) Bonfires are not permitted from 31st March to 29th September.
 - b) Fires are to be in a cleared area of your plot at a distance of at least 10 metres from any property/sheds and must **NOT** be on any of the pathways within the site.
 - c) Fires are not to be left unattended at any time.
 - d) A suitable fire extinguishing appliance to be kept available for immediate use. (Water buckets are acceptable for this.)
 - e) No plastics or other materials likely to cause annoyance or damage to health may be burnt on the allotment site.
 - f) **No** materials unconnected to the use of your plot may be brought to it for burning.
 - g) Fires must be extinguished at least one hour prior to leaving.
8. **Visitors on your allotment** are your responsibility and must not be left alone on your plot. Children are expected to be respectful of other plots and tenants.
9. **Nothing produced on your allotment may be sold.**

(Adopted & approved by Earby Town Council Allotment Committee 2019 – reformatted October 2021)