

# Hellesdon Parish Council

# 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 site at Bush Road Hellesdon (**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 website, 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 notification process.

## **2. Definitions and Interpretations**

- “The Council” means Hellesdon Parish 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 Parish of Hellesdon, 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 including base, 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 Parish of Hellesdon (**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 two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. 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.
- 3.4 Each allotment tenancy will be in the name of one person only.
- 3.5 Plot allocation is restricted to one plot per household.
- 3.6 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 perennial 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 other than surplus produce sales organised by Hellesdon Allotment Holders Association (HAAA).

- 4.3 The tenant may allow family members to come on to the allotment site to help cultivate their allotment.
- 4.4 The tenant is responsible for the conduct and activities of anybody they allow on the allotment site in accordance with 4.3.
- 4.5 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 removed by the tenant to an authorised green waste facility.
- 4.6 Bonfires are not permitted under any conditions or circumstances.
- 4.7 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.
- 4.8 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.
- 4.9 Where there is a surrounding hedge to the plot the tenant shall maintain the inside face of the hedge only. The tenant is not permitted to cut the top of the hedge and the height of the hedge will be determined by the council.
- 4.10 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.
- 4.11 No asbestos material shall be brought on site for any purpose.
- 4.12 The tenant shall only store timber, scrap or similar materials that are intended for use for allotment purposes sparingly and 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 invasive shrubs or trees other than fruiting trees grown on a dwarf rooting stock to limit height and in any event no plant to exceed 12 feet in height.
- 4.15 The tenant shall not plant a hedge or install any type of fence around or on their plot.
- 4.16 The tenant shall not allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.
- 4.17 The tenant is not permitted to bring a dog on site, other than a recognised assistance dog.
- 4.18 The tenant shall not keep, or allow other persons to keep animals or livestock on the allotment site including chickens, rabbits and bees until they have approached the Council for a request and the Council has entered into a trial period.

- 4.19 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 a hose pipe longer than 1metre in length to the water standpipe supply.
- 4.20 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their Allotments (including any structure). Breach of this rule by any tenant may result in termination of the tenancy agreement.
- 4.21 Extension site only (plot numbers 56 to 133). Tenants shall keep a 1m strip weed free, adjacent to any external chainlink fence which borders their plot to allow for the planting of hedging material.
- 4.22 Disputes and Tenant behaviour
- a. 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.
  - b. 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.
  - c. The Council operates a corporate complaints procedure, and details can be obtained from the Council.
- 4.22 Each tenant is responsible for providing and maintaining a marker that clearly identifies their plot number.
- 4.23 When using pesticides or fertilisers on their plot, the tenant must:
- a. 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.
  - b. 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 and other wildlife, with the exception of vermin or pests.
  - c. Comply at all times with current pesticide regulations including storage.
- 4.24 The tenant is responsible for any contamination brought onto the allotment site such as through the purchase of contaminated manures.
- 4.25 The tenant is responsible for the safety of their allotment. Some insurance companies offer public liability cover through home policies and the tenant should make relevant enquiries as necessary. The Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings occurring on their allotment sites.

## 5. Council Responsibilities

- 5.1 The Council will provide and maintain computerised records including name, address and telephone number, in accordance with the **Data Protection Act 1998**, whilst a resident remains a tenant or on the Council's waiting list. The Council's staff are accessible during normal working hours. The public and allotment tenants can also contact the Council via email and via the Council's website, [www.hellesdon-pc.gov.uk](http://www.hellesdon-pc.gov.uk).
- 5.2 The Council will provide and manage a notice board on site.
- 5.3 The Council will provide a pest control service for management of rats. The Council is not responsible for the clearing of moles, bees, wasps, rabbits or any other identifiable pest.
- 5.4 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 during the winter months (between beginning of November and April each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.
- 5.5 The Council will assist security by providing boundary fences and hedges, with lockable access gates at the site. Every tenant will be provided with a key/combination number.
- 5.6 The Council will arrange for grounds maintenance operations to be carried out. This will include grass cutting of the public areas, but not any paths between plots, boundary hedge cutting where applicable, on the outside of the site and periodic litter picks.
- 5.7 The Council will provide, maintain and clean toilet facilities. A key for access to the facility is provided to each tenant.
- 5.8 The Council will maintain the car park area and expect allotment tenants to use this area

## **6. Buildings and Structures**

- 6.1 Buildings and structures must not be installed or erected without written permission from the Council. Applications to install or erect a structure must be accompanied by a specification of the proposed structure and include dimensions.
- 6.2 Each allotment plot is restricted to one shed, one greenhouse or poly tunnel, one pond and a fruit cage each of which not to exceed the following sizes:

	Length	Width	Depth	Area
Greenhouse/Poly tunnel	6 Feet	4 Feet		
Shed	8 Feet	6 Feet		
Pond			18 inches	20 Feet <sup>2</sup>
Fruit/Vegetable Cage	Not to exceed 25% of the plot			
Hen House	See clause 4.18			
Hen Run	See clause 4.18			
Beehive	See clause 4.18			

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

- 6.4 All such 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 structure forthwith.
- 6.5 Sheds must be of a dark oak in colour and have an apex roof. All sheds must be placed on the existing shed bases and the door should face the path. If no shed base exists on the plot then guidance as to the shed position should be sought from the Parish Council office before erection.
- 6.6 When a tenant ceases their tenancy on a plot, they will be expected to remove their buildings and structures from the allotment site before their plot is re-allocated. Such buildings, structures 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 structures 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.
- 6.7 Tenants are advised not to store valuable equipment and materials in any structure.
- 6.8 Tenants must not store lubricants, flammable or dangerous chemicals on the allotment site and 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.
- 6.9 Tenants are permitted to install compost bins and structures intended for such purpose and support structures for soft fruits. Barbed wire is not permitted on any part of the allotment site.

## **7. Site Management**

- 7.1 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 or structure in order to carry out these inspections.
- 7.2 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 Parish Council or an appeals panel as determined by the Council. Photographic evidence may be used to aid inspections.
- 7.3 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 plot.

## **8. Termination of Allotment Tenancy Agreements**

- 8.1 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.

- 8.2 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:
- a. Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or
  - b. It appears to the Council that the Tenants of an allotment, not less than three months after commencement of the tenancy thereof; is resident more than one mile outside the Parish for which the allotments are provided.
  - c. 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;
- 8.3 The Council will initially write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, and the Council will take this into account, and not be unreasonable. A written Notice to Quit will only be issued after reasonable efforts to resolve the issue have been unsuccessful.
- 8.4 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.
- 8.5 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 good state of cultivation and fertility.
- 8.6 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).
- 8.7 On the death of a tenant, the Council shall look sympathetically on a request to transfer ownership to any partner or family member who wishes to be responsible for the maintenance and cultivation of the existing allotment garden. Alternatively, the tenancy shall, unless otherwise agreed in writing, terminate two months after the death of a tenant.

## 9. Charges

- 9.1 The Council reviews its allotment charges on an annual basis, as part of its budget setting process.
- 9.2 In September each year, tenants will be sent an invoice in advance for allotment rent covering the forthcoming year - 1 October to 30 September.

## **10. Change of Address and Notices**

- 10.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.
- 10.2 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
- 10.3 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 Parish Council Office on 01603 301751 or email [parishclerk@hellesdon-pc.gov.uk](mailto:parishclerk@hellesdon-pc.gov.uk)

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