

# TROTTSCLIFFE PARISH COUNCIL

## ALLOTMENT GARDENS POLICY and RULES & REGULATIONS

Reviewed & adopted: 5 November 2015

### ALLOTMENT POLICY:

The allotments are let and managed by Trottiscliffe Parish Council (the Council) and are provided for the use of Trottiscliffe residents. Allocation of vacant allotments to residents outside of Trottiscliffe Parish will be considered by the Council on the understanding that allocation to Trottiscliffe residents will always take priority.

The Council will review allotment rents annually. Any rate revision shall be published on the Council website no later than the **31st September** for implementation with effect from **1st January** in the following year.

Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or posted to the latest address provided by the tenant.

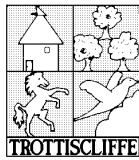
### RULES & REGULATIONS:

#### GENERAL

1. These rules and regulations override any previous rules & regulations, the Council reserve the right to make alterations to these regulations from time to time subject to reasonable prior consultation with the allotment holders and them being published on the Council's website.
2. The Council shall let to the tenant an allotment plot in Green Lane, Trottiscliffe, to hold as tenant. The tenancy is to be yearly from **1st January to 31st December**.
3. The tenant shall not cause any nuisance or annoyance to the tenant of any other Allotment, or to the public, or to the occupiers of property adjacent to the Allotments.
4. Any member of the Council shall be entitled to enter and inspect your plot at any time.

#### USAGE

5. The tenant shall keep the allotment properly cultivated, with plants noted in rule 7 below, and reasonably free from weeds, diseased or harmful plants, and pests. Surrounding paths are to be kept cut and clear, and in a condition to ensure safe pedestrian access.
6. If any allotment plot remains uncultivated by the tenant after the 1<sup>st</sup> May of any year it may be tidied by strimming or other means by the Council without further notice and regardless of content. Poor cultivation is considered a breach of these rules.
7. The tenant may grow any plants which are in these categories:
  - a. Vegetables
  - b. Fruit (see also rule 8 below)
  - c. Flowers



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8. The tenant is permitted to plant a maximum of two fruit trees per plot (which includes any fruit trees already planted). They must be of a dwarf variety (max height 1.8 metres) and not grow to cause shading to any adjoining plot and must thereafter be maintained as such. Any allotment holder adversely affected by shading (or excessive water uptake by tree roots) by a tree on another plot may request the Council to enforce this rule by pruning or removal.
9. The tenant may not grow ornamental or other trees (except as stated in rule 8 above) or any plant/s that can cause a nuisance to other allotments.
10. The allotment plot shall not be treated as a market garden or for any other trading activity. All produce is for domestic consumption only.
11. No livestock of any kind shall be kept on the Allotment site.
12. The watering of allotments by means of a hosepipe attached to the standpipe located adjacent to the entrance to the Allotments is permitted for a maximum period of 30 minutes per plot per day.
13. Bonfires will be permitted on the tenant's own plot, but only for the purposes of the destruction of diseased material from the allotment site. These must only be lit when there is no risk of nuisance to neighbouring properties and must be tended at all times. NO other bonfires will be permitted on allotment land and any organic material must be composted by the tenant on the tenants' own allotment plot. Any other material must be removed and disposed of by the tenant.
14. Structures:

Temporary storage and cultivation structures are permitted but only with the prior written approval of the Council. The structure must be in proportion to the size of the Allotment, over-large and excessive numbers of structures will not be permitted. The ultimate decision on whether or not a structure is suitable lies with the Council.

All structures must be sited well inside the individual's allotment plot boundary and roughly in similar areas to any neighbouring erection so as not to impede occasional vehicles/pedestrian access. No solid concrete bases, or mortared brick or block walls are to be used in structures.

The tenant must agree to remove any structure/s when vacating the plot.

The tenant must keep the structure in a safe and tidy condition. Any water saving devices erected must be covered and safe.

The Council reserves the right to inspect any structure and if it is considered to be unsafe will request, in writing, that it is improved or removed. Following such a request, if this is not undertaken within **1 month** then the Council may remove the structure without further notice and the tenant will be asked to pay any costs arising.

Tools and equipment are kept on site at the tenant's risk.

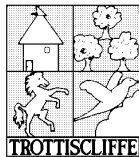


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15. The tenant shall not use barbed wire or erect any fences on the allotment garden without prior written permission from the Council.
16. The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees or take or sell or carry away any mineral, gravel, sand or clay.
17. Dogs **MUST** be kept on a lead and/or be tethered and must not be allowed to wander around the allotment gardens. Any fouling by said dog/s must be removed from the Allotment gardens by the person in charge of the dog/s.
18. Tenants are requested to use spray pesticides with care, and only when climatic conditions are suitable. Negligent or wilful misuse of spray pesticides will be considered a breach of this agreement.
19. Tenants are not to deposit, or allow other persons to deposit, on the allotment garden any refuse or decaying matter (except for manure or compost or material for the purpose of making compost in such quantities as may reasonably be required for use in cultivation).
20. Tenants agree to observe and perform any other special condition which the Council considers necessary to preserve the Allotments Gardens from deterioration and of which notice to applicants for the Allotments is given in accordance with these conditions.

## RENT/TERMINATION

21. The tenancy of an allotment shall be for one year and shall be let annually from **1st January** each year, the tenant shall pay the Rent, yearly in advance, in one payment inside 4 weeks from this date. Failure to meet this date is a reason for termination of this agreement by the Council.
22. The rent demand shall be delivered by post to the last known address of the tenant on or before the **31st December each year**. It is the duty of the tenant to advise the Parish Clerk immediately of any change of address.
23. The tenant shall not sub-let, assign, share, or part with the possession of an allocated Allotment plot, or any part of it, without the written consent of the Council. (Note: - A person sharing an Allotment plot, by prior agreement with the Council, has no automatic right to the Allotment plot when the tenancy expires.)
24. The tenant may remove any plants, planted by the tenant, before the expiry or termination of the tenancy, but the tenant must level the surface of the land and restore the same to a proper state and condition, making good any damage caused by the removal.
25. The tenant shall not, on termination of the tenancy, be entitled to receive from the Council any compensation whatsoever, including compensation for the loss of plants or for any improvement made to the allotment plot by the tenant.



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26. In the event of a breach of these rules by the tenant, the Council shall be entitled to terminate the tenancy. Notice of termination shall be served by the Clerk sending a letter to the last known address of the tenant confirming **1 month** to quit.
27. The tenant shall be entitled to appeal against the termination within 14 days of the date of the termination letter to the next available meeting of the full Parish Council. They shall decide whether to uphold the termination, to rescind it, or to suspend the termination subject to conditions. In the event of an appeal being received the notice shall not take effect until the Council determines the appeal, however the Council will be entitled to refuse permission to the tenant to access the site until after the appeal has been determined.
28. This tenancy may be terminated by either party to this agreement serving on the other not less than one month's written notice to quit.
29. This tenancy shall automatically cease on the death of a tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. In the event of the death of a tenant the tenancy shall expire on December 31<sup>st</sup> next after the death., however, the tenant's immediate family may, if they so wish, continue the tenancy.

## DATA PROTECTION ACT 1998

Under the above legislation, the Parish Council is required to advise you, as an allotment tenant, that your name, address, details of rent paid, and any other relevant details will be held on computer. The Council will process it for the purposes of administering the allotments. If you have any objection to these details being held on computer, then it will not be possible for a tenancy to be entered into, as the Council has no other means of processing the details of its tenants. As part of the administration process, your name and address will be passed to the Clerk to the Council or their representative in order that he/she may communicate with you from time to time. The Councillors of this Council will also have access to your name and address for the same reasons. Please note that, by entering into this tenancy agreement, you will be agreeing to the entry of your name, address and other relevant details on the Council's computer only for the reasons described.

## FINAL STATEMENT:

*Payment of the annual fee/s by the tenant shall be taken as the tenant's agreement to these rules and regulations.*