

DUDDON PARISH COUNCIL

REGULATIONS FOR ALLOTMENTS HOLDERS **These regulations form part of the Tenancy Agreement**

ASSIGNMENT, SUBLETTING AND CO-WORKING

- The tenancy of an allotment is personal to the person named on the tenancy agreement
- The tenant may not assign, sublet or part with possession or control of all or part of their allotment
- The tenant may share cultivation by registering co-workers. Co-workers are only allowed on the plot with the registered tenant and have no right of tenancy should the original tenant leave or hand back the plot.

- **CULTIVATION AND USE**

Personal Use:

- Tenants must only use their allotments for their own personal use.
- Tenants are not to use their allotment as a business.
- Tenants must not use their allotment as a place of residence or stay overnight.

Permitted Use:

- The allotment is rented to the tenant for the purposes of recreational gardening and or the cultivation of herb, flower, fruit and vegetable crops
- Part of the plot may be used for associated purposes, for example, shed, greenhouse, compost area subject to written permission from the council.
- Any hard surface (path, patios etc) within an allotment must not exceed 20% of the entire allotment space, and must be of suitable flags only so that it can be removed if necessary.

Storage of Materials within the Plot

- Only materials intended for use on the plot are to be stored within the allotment
- Any construction materials for infrastructure work stored must be used within 6 months
- If any material not intended for allotment use is stored on the plot, or any construction materials are not used within 6 months, the tenant will be asked to remove it/them. If they are not removed upon request the Council reserves the right to remove said materials and at the cost of the tenant and terminate the tenancy.

Cultivation

- Allotments must be kept clean, well maintained, and in a state of at least three quarters (75%) cultivation throughout the year.
- The whole plot, including any uncultivated and leisure areas must be kept tidy, safe and free from flowering weeds.
- Any grass areas must be regularly cut and not allowed to go to seed.
- Only methods which do not cause any long-term environmental damage may be employed.
- Heavy cultivation equipment ie tractors and ploughs will not be permitted without prior approval of the Council.

Hedges / Fences

- Hedges will not be permitted on an allotment plot.
- Any fencing on a plot must have prior approval of the Council, and may not be higher than 1 metre.

Trees

- Tenants must gain prior permission from the Council before planting any trees
- Only trees that will not exceed a height of two metres, and are fruit bearing trees will be authorized. Ornamental trees are not permitted.
- The positioning of any tree will be subject to discussion with the Council and any neighbouring allotment holders.
- No tree can be allowed to over hang a neighbouring plot.

- Tenants must not cut or prune any tree outside of their allotment boundaries

Weed Control

- It is the tenant's responsibility to keep their plot free from weeds; weeds can cause a nuisance to neighbouring plots.
- If on annual inspection, or as a result of complaints, a plot is found to have a weed problem, the tenant will be sent a notice. If after four weeks from receipt of the notice there is no improvement in cultivation, or no reasonable reason can be found for the continued problem, then a notice of termination will be sent.
- Only permeable weed suppressing materials are allowed. The use of plastic or carpet as a weed suppressant is prohibited.

Observance of Rules

- Tenant must observe all rules laid out in this document, and the tenancy agreement or displayed on notice boards, or any future rules or amendment to rules. Failure to do this will result in termination of the tenancy
- Tenants must comply with any reasonable direction given by the Council in relation to an allotment.

Ponds

- Ponds are not permitted on allotment plots

Rent

- Rent will be invoiced in February each year, and the tenant must pay the invoiced rent within 14 days of the due date.
- Rent is payable in advance of the start of the allotment year
- The rent runs from 1st March to 28 February each year. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro-rata amount.
- A tenant may relinquish their allotment at any time, or have their tenancy terminated through breach of the tenancy agreement at any time of the year, but no rebate will be paid.
- The tenant is responsible for the removal of any items or derelict structures from their plot before the end of their tenancy. Any items not removed will be disposed off by the Council and any costs incurred charged to the out-going tenant.
- Rent may be increased at the start of any new allotment year but a minimum of six months notice will be given by letter, and displayed on signs and notice boards. Failure to give notice to any individual tenant will not invalidate the rent increase.
- Rent may be increased without six months notice due to enhanced facilities, but only after consultation with allotment holders and the subsequent agreement of at least two thirds of said allotment holders.

WATER, BONFIRES AND OTHER RESTRICTIONS

Water

- Tenants must supply their own individual water butt for their plot, and this must not be larger than 200 litres. These can be filled via bucket from the water collection station situated in the allotment area, providing doing so does not leave other tenants without access to water.
- The water supply is from a natural source, there is no mains supply
- Access to water may be limited during winter months.
- If tenants erect either a shed or greenhouse the tenant should install their own water collection system, utilizing the rain water that falls on the roofs.
- We ask that tenants consider other allotment holders when accessing the shared water supplies, ensuring that no one goes without water when required.

Bonfires

- Bonfires are not permitted on the allotment site.
- All rubbish must be composted or removed from the site

Barbecues

- Barbecues on allotment plots are not permitted

Rubbish and Recycling

- Rubbish from external sources must not be deposited on the allotment garden or any other part of the site. Abuse of this will lead to termination of the tenancy agreement, and potential prosecution,
- All non-diseased green waste must be composted and used on the tenant's allotment.
- All rubbish must be removed from the allotment site.

Removal of Soil and Similar Materials

- Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment garden without the written permission of the Council

Nuisance

- Tenants must not discriminate, harass, bully, or victimize any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or any condition that cannot be shown to be justified.
- Personal music must be kept at a level that does not cause nuisance to other allotment holders. All decisions concerning said definition of nuisance will be made by the Council.

Duty of Care

- Tenants, even when not on site, have a duty of care to everyone, including visitors, trespassers and themselves.
- Tenants have a duty of care to the environment.
- Particular care should be taken when using strimmers, rotivators, and other mechanical/powered equipment.
- Care should be taken to avoid creating hazards via the construction or maintenance of constructed features within the allotment plot.
- Care should be taken over the use of chemicals, fuels and hazardous materials.
- The use of asbestos is prohibited
- Artificial chemical fertilizers, weed killers and fungicides must be used with extreme care so as to avoid drift onto neighbouring plots. Any abuse of this will jeopardize the tenancy agreement
- Obstruction of paths or haulage ways is not permitted.
- Tenants may not bring, use or allow the use of barbed or razor wire on the allotments.
- Tenants will not leave any tools or equipment of any type in places outside of their plot.

Illegal or Immoral Activity

- The allotments, site or any structure thereon may not be used for any illegal or anti-social activity.

Site Security

- All tenants must ensure that the gate is kept closed. This applies even if the gate is found to be open on arrival or departure.

Dogs, Animals and Bees

- Dogs are permitted on the allotment site, but must be on a lead at all times, and must be kept under strict control. This will be reviewed if problems occur.
- No livestock is permitted on the allotment.
- The placing of bees or bee hives on an allotment is not allowed.

Unauthorised Persons

- Only the tenant or person authorized or accompanied by the tenant is allowed on the site.
- The Council will ask any person in breach of this to leave the site immediately.

Authorised Persons

- A maximum of 6 people in addition to those specified in the tenancy agreement are allowed on an allotment plot at any one time unless prior permission from the Council has been gained.

Paths and Headlands

- Paths within allotments must be kept free from flowering weeds.
- Shared paths between allotments must be maintained and kept cut and clipped up to the nearest half width by each adjoining tenant, paths must be kept clear of obstructions at all times. This will be monitored by the Council. The Council will be responsible for cutting the haulways.
- All paths should be wide enough for easy pedestrian access to neighbouring plots.
- All haulage ways must be kept clear to allow free access for other users.
- Allotment holders vehicles are not permitted on haulways.

Structures (sheds, greenhouses, polytunnels and fences)

- Tenants may put up one shed and one greenhouse on their plot. The maximum permitted size for a shed is 12 sq metres, and for a greenhouse 15 sq metres. Sheds must be of timber construction and wooden external experience. No concrete foundations are permitted, structures must be set on flags. Approval as to exact sitting must be gained from the Council prior to erection.
- Coldframes must be of unbreakable materials, ie no glass or toughened glass.
- Polytunnels, or any other structures, are not permitted. This will be reviewed after 1 year.
- Any structure on the allotment must be temporary, and maintained in safe order, with a neat external appearance and condition. If the Council is not satisfied with the safety or appearance of any structure the tenant must either repair it or remove it within one month of instruction to do so. If the structure is not repaired or removed the Council may remove it and charge the tenant the full cost of removal and disposal.
- Any structures erected on the allotment must not be made from hazardous materials.
- All structures must be adequately secured to the ground to prevent uplift.
- Any fences must not exceed 1 metre in height and must not be made from old doors, suitable fencing materials should be used..
- All structures must be kept within the boundary of the allotment.
- Motor vehicles may not be parked overnight, or deposited on the allotment.

Plot Numbers and signs

- Initially plots will be marked by the Council with a number, and will then be allocated to individual tenants by drawing names from a hat.
- Tenants thereafter must maintain the allotment number mark on the outside of a shed or greenhouse, or on a post, and keep it clean and legible in order that it is visible from the haulage way.
- If a whole allotment is divided into two half plots the tenant is responsible for marking the boundary line with a minimum of two posts.
- The Council reserve the right to mark numbers on plots if the tenant does not.
- Tenants are not permitted to erect any notice or advertisement on the allotment garden

Change of Address and Notices

- Tenants must immediately inform the Council in writing of changes of address.
- Notices served by the Council to the tenant will be either sent to the tenant's address in the Tenancy Agreement or served on the tenant personally.
- All notices served will be treated as properly served even if not received.
- Any correspondence from the tenant should be sent to the Council at the contact address found at the end of this document.

Inspection

- There will be quarterly inspections carried out by the Council on each individual allotment plot.
- Any allotment, and any structure on it, may be inspected by the Council or the police at any time and tenants must give whatever access is required with or without notice.

Termination –Duddon Parish Council may terminate allotment tenancies in any of the following ways:

- By giving 12 months written notice expiring on or before 25th March, or on or after 29th September.
- By giving one months written notice to quit if:
 1. Rent is unpaid more than 14 days after the due date
 2. The tenant is in breach of any of these regulations or of their tenancy agreement
 3. Automatically on the death of the named tenant, (A family member or co-worker taking on the tenancy will be at the discretion of the Council).
- No rebate will be paid for terminated tenancies.
- If a Tenant moves more outside the Parish boundary, and there is a waiting list, then they will have to relinquish the plot by the end of that letting year, and will be given the statutory notice. If there is no waiting list then they can continue to keep the plot if they wish to, so long as it remains well maintained.
- A Tenant can relinquish their allotment at any time by notice in writing addressed to the Clerk, but no rebate will be paid. If a tenant vacates their plot any rent owed must be paid, and all belongings must be removed within 2 weeks.

DUDDON PARISH COUNCIL RESPONSIBILITIES

Repairs and Maintenance

- Repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways, vacant plot management, hedges and tree management (apart from those planted in individual allotments).

N.B the above is subject to available funds

- The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Council will only carry out this action once the tenant has been informed and a notice of termination has been sent to them. The Tenant will be charged the full cost on each occasion this occurs.

Liability

- The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on an allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Report incidents of theft and vandalism to the Council and the Police.
- The Council accepts no responsibility for any harm or injury that may befall any Tenant, co-worker, family member, friend or authorized or unauthorized person that enters the allotment site and plots.
- The Council has taken out public liability insurance for the responsibilities of Duddon Parish Council. Tenants are advised to take their own public liability insurance to cover their own responsibilities.

Disputes and Complaints Procedure

- Any disputes between the Tenant and any other Tenant will be referred to the Council, their decision will be final.
- Duddon Parish Council aim to provide a high quality of allotment service to its tenants. If however you are unhappy with the service please telephone or write to the Council Clerk.

Future Conditions

- Duddon Parish Council reserve the right to make changes and / or impose any further regulations as shall be deemed necessary in the future and this agreement will be reviewed within the first 12mths of issue.

