

STRUMPSHAW PARISH COUNCIL

ALLOTMENT RULES, 2021

1. CULTIVATION AND USE OF PLOTS

(a) The Allotment Holder (tenant) agrees to cultivate the allotment plot in such a manner as shall preserve its fertility, keep it tidy and free from weeds and rubbish and maintain it in a state of cultivation to the satisfaction of the Parish Council.

If the plot is left uncultivated this may lead to a termination of the tenancy as set out in the Tenancy Agreement and in the following manner:

- i. The Parish Council will first write to the tenant giving him/her 28 days' notice to improve it or risk the tenancy being terminated and inviting him/her to offer reasons for the condition of his/her plot.
- ii. The tenant may appeal in writing to the Parish Council clerk within 14 days of the date of the warning letter. The Parish Council may in exceptional circumstances extend the period allowed for the plot to be brought up to standard.
- iii. At the end of the notice period if, in the view of the Parish Council, the plot is not up to a reasonable standard the tenancy will be terminated.
- iv. As a guide to what constitutes a reasonable standard the Parish Council consider that 50% of the plot should be properly cultivated by the end of the first year of a tenancy and 75% by the end of the second year.

(b) The Allotment Holder agrees:

- i. To use the allotment plot for the private and non-commercial cultivation of primarily vegetables and fruit.
- ii. To use the allotment plot in a responsible manner and to take such precautions as will prevent any annoyance of or disturbance to tenants of adjoining allotments, the owners or residents of adjacent houses or the users of the Community Hall.
- iii. To keep that portion of the allotment garden path and any roadway that is adjacent to the allotment free of any obstruction, and to cut the grass and trim back the blackberries or other hedges.
- iv. To permit the clerk of the Parish Council or any person permitted by the Parish Council to enter upon the Allotment at all reasonable times for the purpose of inspecting the same.

v. Allotment holders will be given the code to the locked tap, which is supplied from an underground tank. The water is not drinking water. Sprinklers may not be used.

vi. Allotment holders are not to use bonfires or any other method of incineration, nor to use or permit the use of fireworks, Chinese lanterns or helium balloons.

2. SHEDS, GREENHOUSES AND OTHER STRUCTURES

The Parish Council has provided a combined shed block with one compartment for each allotment. The Parish Council accepts no liability for any damage, accidents or losses.

The Allotment Holder agrees:

to use the shed block at their own risk;

To use the individual compartment with the same number as the allotment;

to provide a padlock for their compartment;

to use the individual compartment only for the storage of tools, trays, pots, bagged compost, bagged fertiliser and similar items for use on the allotment.

not to store gas bottles, barbecues or other fuel in their compartment.

The Allotment Holder agrees not to erect any fence, shed or other structure (other than those already on the site) on or near the allotment without the approval of the Parish Council and subject to its Rules, and if requested by the Parish Council at the termination of the tenancy, to remove any such structure without cost to the Parish Council.

Allotment holders may erect one greenhouse on their allotment provided that it meets this maximum specification:

A green house should:

be a proprietary greenhouse, not one made from spare parts;

be a maximum size of 1.95 metres (w) x 1.95 metres (d) x 2.1 metres (h).
(The maximum height of a greenhouse should include the base);

utilise tempered safety glass or polycarbonate glazing;

be located at the Western end of the allotment;

be no closer than 1 metre from any pathway;

be removed from the allotment by the allotment holder at the end of the tenancy, if required by the Parish Council;

be on a base that could be removed from the allotment by the allotment holder at the end of the tenancy, if required by the Parish Council. (Slabs would be appropriate, but a solid concrete base would not).

Any other structure for which permission could be given must not cross any path between allotment plots, even if the Allotment Holder has a tenancy of each plot. In any event, the structure must be sited at least 1 metre from any adjacent path.

Where there is any dispute between plot holders in relation to this Rule the Council's decision will be final. The Parish Council has the power to require an Allotment Holder to move or dismantle a building if these Rules are not complied with.

3. CUTTING AND PRUNING OF TREES

(a) The Allotment Holder agrees not to cut or prune trees or hedges which are on communal areas of the site or which form the perimeter of the allotment site and which do not cover part of their plot without the written approval of the Parish Council. **Trees which have a tree preservation order must not be touched under any circumstances.**

(b) The Parish Council gives general approval to Allotment Holders to cut down or prune trees which have grown up on their plot and which are impeding their ability to cultivate their plot for its intended purpose. Where Allotment Holders are in any doubt about their rights in this respect, they must apply in writing to the Parish Council clerk.

4. KEEPING OF LIVESTOCK, INSECTS AND OTHER ANIMALS

The Allotment Holder agrees:

not to keep livestock or bees on their plot;

not to bring any dogs onto the allotment site unless they are kept on a lead or properly tethered at all times. Dogs must not be left unattended on the site.

5. CHILDREN

Children are welcome on the allotments but must be carefully supervised by a responsible adult at all times.

6. OTHER PROVISIONS

(a) The Allotment Holder agrees:

- i. To gain access to the allotment site by the authorised means only and not to make any other means of access to or exit from the allotment site without the written permission of the Parish Council.
- ii. To keep locked all access gates to the allotment site except on entry or exit.
- iii. To observe or perform any other conditions which the Parish Council may from time to time approve or consider necessary for preserving the allotment site from deterioration and of which notice to the tenant is given in accordance with this agreement.
- iv. To show consideration to other users of the hall car park and to park within the line markings.
- v. To avoid the obstruction of Mill Road and Mill Meadow. Not to park anywhere on Mill Meadow.
- v1. To pay all charges and other liabilities for damage resulting from the Allotment Holder's use of the allotments and car park.

(b) The Allotment Holder agrees:

- i. Not to erect or display any advertisement of any kind on or near the allotment garden or anywhere else on the allotment site.
- ii. Not to assign, sub-let or part with the possession of the allotment or any part of it.
- iii. Not to use barbed wire anywhere on the allotment site.
- iv. Not to take, sell, carry away or permit to be taken, sold or carried away any timber, mineral, gravel, sand, clay, turf or soil.
- v. Not to store anywhere on the allotment garden or site any explosives, large quantities of inflammable material or liquids or any other noxious substances.
- vi. Not to carry out any work or alteration to any part of any water, electrical or gas installations on the allotment site without the written permission of the Parish Council.

Rules adopted by Strumpshaw Parish Council March 2021

Maureen Hammond

Chairman

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I agree to abide by the SPC 2021 Allotment Rules

Signed:..... Dated:.....

Allotment holder

(Allotment holder to print name)

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