

BRIMSCOMBE & THRUPP PARISH COUNCIL

ALLOTMENT RULES



1. WHO'S WHO

In these rules, we are Brimscombe and Thrupp Parish Council and you are the tenant named in the tenancy agreement.

2. INTERPRETATION

2.1 Terms used in tenancy agreement

Words and phrases defined or explained in the tenancy agreement and also used in these rules have the meaning given to them in the tenancy agreement.

2.2 Gender, persons and number

Words importing one gender include both other genders; the singular includes the plural and vice versa; and reference to a person includes a company or other corporate body.

2.3 Allotment types are Family and Livestock. Multi-Occupancy, Community or Shared are not available.

3. TENANT NOT TO ALLOW BREACHES

An obligation on you not to do anything includes an obligation not to cause it or allow it to be done by anyone else.

4. NATURE OF TENANCY

4.1 The tenancy is a yearly tenancy beginning on 31st March in the year specified in the tenancy agreement.

4.2 Your tenancy will normally be renewed annually subject to satisfactory compliance with these rules.

5. RENT PAYMENT

5.1 You must pay the rent every year in advance on 31st March.

5.2 You may not deduct anything from the rent or set off any other payments against it, unless the law allows you to.

6. RENTS

6.1 We review the rent every year. We will give you at least 12 months' notice of any increase.

6.2 When setting a revised rent, we take into account any additional amenities we have provided for the allotment.

6.3 Grace periods: If the customer signs a tenancy agreement after 1st February, their rental will not commence until the 31st March, but cultivation may start immediately.

7. BONFIRES

7.1 Allotment bonfires.

(a) You may light a bonfire but only to burn materials from your allotment. The only materials you can put on a bonfire are diseased plants and dried-out organic material that will burn without smoke or hazardous residue. You must never burn plastics.

(b) Bonfires may be lit only in the times set out in your tenancy agreement.

(c) You must always be present while a bonfire is alight. Bonfires must not cause a nuisance to residents nearby. You must extinguish the bonfire before you leave the allotment.

(d) Keep bonfires to a minimum - a well-managed plot only generates enough material for one bonfire a year.

7.2 Communal bonfires.

(a) You may only burn material on a communal bonfire managed for the benefit of the entire site.

(b) No materials may be brought onto the allotment to build bonfires.

(c) The limitation as to the types of materials to be burnt are the same as for 7.1 (a).

7.3 No petrol or other accelerants may be used for bonfires.

8. USE OF THE ALLOTMENT

8.1 You may only use your allotment as an allotment or leisure garden. That means you are to use it wholly or mainly for the production of vegetables, fruit and flowers for you or your family. There are no 'community allotments'.

8.2 You may not carry on a trade or business from your allotment.

8.3 The maximum area for non-cultivable land is 20% of your allotment, for example compost heaps, building structures, water butts, log piles, bee hives, ponds, cut flowers, rough grass, seating, hard standing e.g. patio, play equipment.

8.4 You must not take, sell or carry away from your allotment any mineral, gravel, sand, earth or clay.

8.5 You may use the allotment between 5am and 11pm. Outside of these hours access is for emergencies only.

8.6 You must not have firearms (including air weapons) or explosives on the allotment site.

8.7 You must not use any traps or snares on the allotment site.

9. CULTIVATION

9.1 Within 3 months of the grant of the tenancy, you must have at least 25% of your allotment under cultivation.

9.2 Within 12 months of the grant of the tenancy, you must have at least 75% of your allotment under cultivation. That situation must then continue while you are the tenant of the allotment.

9.3 You must keep the allotment in good condition, clean and free from weeds, and in a good state of cultivation and fertility. Where the allotment includes or abuts a footpath, you must keep that reasonably clear of weeds too.

9.4 You must notify us if you are away for extended periods so that cultivation of your allotment may continue or your produce might suffer.

9.5 We will give you written warning if we feel that you are not cultivating your allotment in the way you should. Our warning letters will say what we think is wrong and give you an opportunity to explain your circumstances.

10. BOUNDARIES

10.1 You must trim every boundary hedge to your allotment, clean all boundary ditches to it and repair all its boundary fences or gates.

10.2 You must keep all your boundaries with adjacent plots and properties clear of waste and debris.

10.3 You must not plant a new hedge or build a new fence without our written consent. New hedges must be trimmed and no more than 1.2 metres tall.

10.4 Barbed wire must not be used under any circumstances.

10.5 The allotment holder must keep the grass cut on paths surrounding their allotment.

10.6 The main paths around the allotments will be kept cut by the allotment management.

11. ENCROACHMENT ON OTHER ALLOTMENTS AND PATHS

11.1 You must not go on to another person's allotment without the express permission of the allotment holder.

11.2 If anyone is with you on your allotment (children, for example) you must not allow them to go on to another allotment without the express permission of the allotment holder.

11.3 You must not remove produce from another allotment without the express consent of the allotment holder.

11.5 You must not encroach on or cultivate a pathway. Pathways between adjoining plots must be left wide enough for wheelbarrows

12. TREES AND BUSHES

12.1 Except with our written consent, you must not plant more than 2 fruiting trees, which must be dwarf fruiting trees or other fruiting bushes, which must not make up more than 25% of the cultivation of a plot. Fruit trees must not be planted closer than 2m from your allotment boundary.

12.2 You must consider the effects of trees on neighbouring allotments before planting. Planted trees must not block light to neighbouring allotments

12.3 Except with our written consent, you must not cut or prune any established trees. This does not apply to recognised pruning of fruit trees.

12.4 Tenants are responsible for removal of self-set trees which must not be allowed to grow to establishment.

13. MANURE, WASTE AND REFUSE

13.1 You may keep manure or compost in quantities reasonably required for cultivation.

13.2 You must not dump or store material which could not reasonably be used to help cultivate your allotment.

13.3 You must not dump or store material next to a boundary with an adjacent plot or property.

13.4 You must not put anything in the hedges, ditches or dykes in or surrounding the allotment field.

13.5 You must cover any manure on your allotment which has not been dug in.

13.6 You must remove all non-compostable waste from your allotment.

13.7 Carpets and underlay must not be used on your allotment.

14. BEES

14.1 The keeping of bees, requires our consent, and may also under certain circumstances require agreement from neighbouring tenants.

14.2 You must be a member of the Stroud Bee Keepers' or other association that provides you with third party liability insurance.

15. DOGS AND LIVESTOCK

15.1 Any dogs you bring to your allotment must be kept on your allotment, and on a leash. You must remove any faeces and dispose of them off site.

15.2 Except as allowed by law, you must not keep livestock on the allotment without our written consent.

"Livestock" includes geese, ducks, rabbits, goats, sheep and chickens.

You may keep hens (no cockerels) and rabbits, with written consent, on allotments. These, where their slaughter is intended, must not be slaughtered on the allotment site.

15.3 A decision to allow livestock keeping can only be considered after one year's cultivation taking into account the size and location of the site. This may under certain circumstances require agreement from neighbouring tenants.

15.4 Livestock other than chickens and rabbits can only be kept on dedicated 'livestock allotments'. There is no qualification period for these. Livestock may only be kept, fed and grazed and if applicable shorn on livestock allotments. If livestock are to be slaughtered this must not be carried out on the allotment site.

15.5 Any animals you keep on your allotment must not create a nuisance or affect health.

15.6 Conditions for keeping livestock:

(a) Comply with animal welfare legislation.

(b) Make sure that adequate housing, feed and water is available at all times.

(c) Arrange for them to be checked at least once a day.

(d) Any carcass must be disposed of by legal means and not buried or disposed of on the allotment site.

(e) Ensure that they have adequate space so as to meet their welfare requirements.

16. VERMIN

16.1 If you see evidence of vermin (such as rats) on or near you allotment, you must report it to us.

16.2 No poisons are allowed to be used for vermin control on the allotment site.

17. FUEL AND OTHER INFLAMMABLE MATERIAL

17.1 Fuel such as petrol and diesel must be stored off site.

17.2 Oil, lubricants or other inflammable liquids (except for fuel),

(a) Must be for use in garden equipment only

(b) Must be stored in a locked shed, and

(c) Must be kept in an approved container of no more than 5 litres capacity.

18. CHEMICALS

18.1 To control pests, diseases or vegetation you may only use products usually available from garden or horticultural suppliers. These must be compatible with current regulations relating to their use and be of a type that will minimise harm to people and wildlife.

18.2 Application of these products must not be detrimental to the cultivation of allotments nearby, nor may it annoy nearby allotment holders.

18.3 Your use and storage of chemical products is subject to Government regulations.

19. BUILDINGS

19.1 Except with our written consent, you may not put up a building on the allotment.

19.2 Buildings must be erected at least one metre from any boundary and constructed of substantially non-combustible materials after gaining the neighbouring plot or property owner's permission in writing.

19.3 We will not refuse consent for a first building structure based on the following:

(a) After a period of one year's tenancy, a building reasonably necessary to keep poultry or rabbits.

(b) A garden shed, greenhouse to a maximum size 6ft 6 inches high or a polytunnel to a maximum size of 8ft long x 6ft wide.

(c) Structures on Grazing Plots will be to a maximum size of 12ft by 12ft

- 19.4 Second building structures on the same plot or co-joined plots by the same owner are discretionary.
- 19.5 If you fail to maintain a structure you have put up, we can give you one month's notice either to repair or remove it.
- 19.6 We are not responsible for loss of or damage to tools or other contents of your shed.
- 19.7 At the end of your tenancy, we will not compensate you for any structure you have put up. But you may dispose of it before you quit the allotment. You must then leave the allotment clear and tidy to our satisfaction.
- 19.8 At the end of your tenancy, you must remove any structure you have put up, including a water butt. However you may leave a structure or water butt if we have notified you in advance that are reusable.
- 19.9 No hazardous materials may be brought onto or stored on your allotment site.
- 19.20 Materials and equipment stored in allotment buildings must be for allotment use only.

20. VEHICLES

- 20.1 There are no parking spaces provided on the allotment site.
- 20.2 Vehicles must be parked outside the allotment site and must not obstruct entrances to the allotment site at any time.
- 20.3 The site provides vehicular access to some plots and to the statutory authorities.
- 20.4 Site speed limit is 5 mph.
- 20.5 Any wheel track ruts are to be repaired as soon as possible after the damage is caused.

21. WATER

- 21.1 As far as possible, you must conserve water.
- 21.2 You may use a hose but not a sprinkler and when using a hose it must not be left unattended.
- 21.3 You must consider other allotment holders when you take water from the water points we have provided.
- 21.4 You should stick to the following guidelines:
- (a) Water in the evening to reduce water loss by evaporation
 - (b) Collect and store rainwater where you can.
 - (c) Mulch to retain moisture.
 - (d) Report leaks to us straight away.
- 21.5 We may have to introduce water restrictions if water is in short supply. We will only do that if we have to. We will give you as much notice as we can, but notice may be short.

22. CONDUCT

- 22.1 You must conduct yourself appropriately. In particular you must not cause a nuisance or annoyance to the occupier of another allotment or to neighbours generally. Nor may you obstruct or encroach on a path or roadway set out by us for the use of occupiers of the allotments nearby, or on public footpaths or haulage ways.
- 22.2 You may not use the allotment for an illegal or immoral purpose.

23. DEALINGS WITH YOUR ALLOTMENT

- 23.1 Except with our written consent, you must not assign, underlet, part with possession or share possession of the allotment or any part of it. While you are on holiday or ill for short periods, you can authorise someone else to look after the allotment for you.
- 23.2 We may require an unauthorised person to leave your allotment.

24. PLOT MARKERS AND NOTICE BOARDS

- 24.1 We will only mark with a plot number newly created allotment plots from virgin land or where new plots have been subdivided from whole plots.
- 24.2 You must display a plot marker and keep it in good order and ensure that it is always visible.
- 24.3 Site notice boards are to be used for information for allotment tenants only.

25. SECURITY

- 25.1 You must always keep the main gate closed.
- 25.2 We can refuse admittance to anyone if they are not accompanied by you or by a member of your family.

26. COUNCIL OFFICERS

- 26.1 You must comply with reasonable directions given by our officers or agent.
- 26.2 An officer or agent of ours may inspect your allotment and any shed, greenhouse or polytunnel on it. You must allow any officer or agent access at any reasonable time.

27. ALLOCATION OF VACANT ALLOTMENTS (ALL TYPES)

27.1 We allocate vacant allotments to people on our waiting list who live in Brimscombe and Thrupp Parish.
27.2 If an allotment holder dies, his or her allotment will be offered to a member of the allotment holder's immediate family who has been cultivating the allotment with the allotment holder for a period of time. However, this exercise can take place only once. An allotment does not transfer to members of a family in perpetuity.

28. DISPUTES

We will mediate any dispute between allotment tenants. We will observe proper processes, and our decision is final and binding. If you are dissatisfied, you have the right to refer the matter to the Local Government Ombudsman.

29. CHANGE OF ADDRESS

You must notify us straight away if you change your address.

30. GIVING NOTICE

30.1 You can serve notices on us by posting them to the Clerk to the Parish Council at the address given on the notice boards.

30.2 We can serve notices on you in any of the following ways.

(a) By personal service.

(b) By hand delivery or by recorded delivery post, in either case to your last address known to us.

(c) By fixing it conspicuously on the allotment.

31. HOW THE TENANCY CAN COME TO AN END

The tenancy ends in any of the following ways.

31.1 If you move beyond the Brimscombe and Thrupp Parish boundary.

31.2 On the yearly rent day after the death of the tenant.

31.3 If we give you 12 months written notice, or you give us 28 days written notice. The notices may expire at any time.

32. TERMINATION BY FORFEITURE

32.1 We may enter your allotment and end the tenancy by forfeiture if:

(a) The rent or any part of it is unpaid for at least 40 days, whether or not we have legally demanded it, or

(b) You are in breach of any of these rules, or

(c) You become bankrupt or compound with your creditors.

32.2 We will give you reasonable written notice of the breach of rules for which we are intending to forfeit the tenancy. We will give you an opportunity to put the breach right if you can. If you do, your tenancy will not be forfeited.

32.3 Forfeiture of the tenancy does not prevent us from claiming damages from you for breach of these rules or from making appropriate deductions from your deposit.

33. OUR DISPOSAL OF THE ALLOTMENT

33.1 If we lawfully require the allotment to dispose of it for development or another proper purpose, we will give you as much notice as we can terminating your tenancy.

33.2 If we do terminate your tenancy because of a potential disposal, we are bound by law to compensate you for crops or improvements and find alternative land for you to cultivate.

34. WHAT HAPPENS ON TERMINATION

34.1 When your tenancy comes to an end (however that happens):

(a) You must give up the allotment to us in the clean and tidy state required by these rules, and

(b) You must hand us back any keys or other property we have made available to you.

34.2 If your allotment is not left clean and tidy, we may charge you for returning it to a satisfactory state.

35. COMPLAINTS PROCEDURE

35.1 Complaints regarding the allotments must be made in writing to the Clerk to the Parish Council at the address displayed on the allotments notice boards.

35.2 Complaints will be investigated by the Parish Council and their decision is final and binding.

35.3 The outcome of investigations of complaints will be notified to the complainant as soon as possible and in writing by the Parish Clerk.

35.4 It should be noted that extensive attempts to resolve any matter that could escalate to a complaint should first be made. If the matter cannot be resolved only then should a written complaint be made.