

SHOTLEY PARISH COUNCIL

ALLOTMENT RULES

Please note: Failure to adhere to and comply with the Shotley Parish Council Allotment Rules may result in termination of the tenancy agreement. In any case where a termination of agreement occurs, the tenant will be required to leave their plot in an acceptable state for re-letting.

1. **Allotment Residency:** The parish council's allotments are for tenancy by residents of the Parish: tenancy by residents outside the parish is at the discretion of the parish council.
2. **Allotment Agreement Parties:** An agreement for letting must be signed by the tenant and the Parish Clerk.
3. **Rent:** Rent will be fixed by the parish council and six months' notice of any alteration will be given to all tenants.
 - 3.1 Rent will be paid annually in arrears. Cheques should be made payable to Shotley Parish Council and sent to the Responsible Financial Officer, Mrs D Bedwell, 22 Great Harlings, Shotley Gate, Ipswich IP91NY.
 - 3.2 Senior citizen tenants are entitled to a discount of 50% of the full annual rent.
 - 3.3 For the purpose of assessing rents, the allotment year will be from November 1st to October - 31st annually.
 - 3.4 Failure to make the agreed annual payment within fourteen days of issue of the payment request letter may result in the termination of the tenancy agreement. In this case, a one month termination notice shall be served and the tenant must ensure that the plot is left in an appropriate re-letting state, ie, cleared of any overgrowth and/or erected approved buildings (such as a shed); boundary paths or fencing in acceptable state; any waste material removed from the site.
4. **Plot Sizes:** Plots may be rented wholly or as half-plots. A tenant who originally takes on a full size plot but later decides they only wish to maintain a half-plot may do so by written request to the Parish Clerk. Tenants originally responsible for a half-plot wishing to have a full size plot will be chronologically placed on the Council's waiting list.
5. **Intention to Terminate Agreement by Tenant:** A tenant who wishes to terminate their agreement must notify the Parish Clerk in writing. A minimum of one month's notice is required. On termination of an agreement, the tenant is responsible for leaving their plot(s) tidy and ready for new occupancy. Failure to do so may result in a charge being made for the costs incurred for clearance by the Parish Council.
6. **Plot Exchange Between Existing Tenants:** Tenants who wish to exchange their assigned plots must obtain the prior approval of the Parish Council.
7. **Sub-Letting of Allotment Plots:** The sub-letting of assigned plots by tenants to a third party is not permitted. A vacated plot shall be made available, by the Parish Council, to residents on a waiting list in chronological order.
8. **Good Garden Husbandry:** The cultivation of plots with respect to adding manure, digging and keeping the land clean will be in accordance with the practice of good garden husbandry and the Allotment Acts of 1908 and 1950.
9. **Plots- Paths and Fences:** Tenants shall keep all perimeter fences and paths of their plot(s) in good repair and each tenant will keep their share of the paths and fences

adjoining their plot also in good order. Any boundary dispute between tenants should be referred to the Parish Council, in writing (via the Clerk). No lockable gates or fencing, which may impeded access by a member of the Council, are permitted.

10. **Disputes-Other:** Any other dispute relating to the tenancy shall be referred, in writing, to the Parish Council (via the Clerk) for consideration.
11. **Maintaining Your Plot:** Failure to maintain a plot in good order, according to Shotley Parish Council Allotment Rules and Allotments Act 1908 and 1950, may result in termination of tenancy agreement. In this case, a one month termination notice shall be served and the tenant must ensure that the plot is left in an appropriate re-letting state, ie, cleared of any overgrowth and/or erected approved buildings (such as a shed); boundary paths or fencing in acceptable state; any waste material removed from the site.
 - 11.1 The allocated allotment plot area must be kept maintained and cleared of any overgrowth or waste material.
 - 11.2 The allocated land must be used for the growing of edible fruit or vegetables or ornamental gardening flowers, which may encourage insect activity conducive to pollination.
 - 11.3 The allocated land must not be used for the planting or ornamental trees or shrubs.
 - 11.4 Where the allotment holder has been allocated more than one plots, the perimeter fencing must clearly demark the allotment land so as to not be confused with personally owned land. This may be done with the erection of posts, wire fencing or wooden fencing. Where the boundary is also the perimeter line of the allotment land, the Parish Council shall be responsible for such demarcation.
 - 11.5 The allotment land must not be used as an extension to a privately owned garden where the privately owned property shares a boundary with the allotment plot(s).
 - 11.6 Water features, such as ponds and fountains, must not be erected in allotment plots. Water butts may be kept to aid irrigation of crops.
 - 11.7 Ornamental earth mounds must not be created in allotment land. Earth mounds may be created for the growth of vegetables, such as pumpkins, courgettes, etc.
 - 11.8 Fences and paths between allotments to be kept and maintained by respective tenants.
 - 11.9 Hose pipe bans (where taps are available) must be observed at all times. Any infringement of this will be at the tenant's risk.
 - 11.10 Any item introduced /erected to allotment land without the prior permission of the Parish Council will constitute an infringement of the Allotment rules. Removal of such items will be requested in writing and failure to do so in a timely manner may result in termination of the tenancy agreement.
 - 11.11 The tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
 - 11.12 The tenant may not carry on any trade or business from the allotment site or use any crop for sale purposes.
12. **Cultivation and Use:** The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months (from start of tenancy) and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
13. **Live Stock:** Tenants may be permitted to keep an amount of live bees or chicken in their plot, commensurate with the land in their agreement (to a maximum of five hives and six

chicken per full size plot). An appropriate habitat must be provided and enclosure area made safe to other allotment land users. Prior permission must be sought, in writing, from the Parish Council. Tenants will be given notice to remove any live stock which may be found to be in excess of permitted numbers, introduced to the plot without prior permission being given or of a species other than bees and chicken.

14. **Vandalism or Criminal Activity**: Tenants will notify the allotment warden (if available) or the Parish Clerk of any attempt by any person to destroy or damaged crops, fences or other property, or any evidence of malicious damage. Any criminal activity should also be reported to the Police Department, either by the tenant or by referral to the Parish Clerk.
15. **Erection of Building or Structure**: No building shall be erected on any plot without the prior consent of the Parish Council. Applications, inclusive of materials and dimensions proposed, should be sent to the Parish Clerk.
16. **Guidelines for consideration are as follows:**
 - 16.1 Shed: maximum dimensions 12 square metres.
 - 16.2 Greenhouse: maximum dimensions 15 square metres.
 - 16.3 Poly tunnel: Maximum dimensions 30 square metres.
17. **Bonfires**: No bonfires shall be lit within twenty feet (six and a half metres) of a roadway or on any site where the wind direction may cause smoke to obscure the vision of pedestrians or vehicular road-users, or in any way where it could be deemed to constitute a road traffic hazard or a health risk.
18. **Weaponry**: The discharge of rifles, air rifles, any form of hand-gun, crossbows or similar, on the allotments area, is strictly forbidden, except for vermin control, which may only be undertaken by holders of gun certificates and permits and with the written permission of the Parish Council. Applications for the use of permitted pest control weaponry must be submitted to the Parish Council (via the Clerk) accompanied by appropriate licences and permits.
19. **Machinery**: Use of horticultural or agricultural machinery is permitted, provided it is appropriate for use on the site and prior notice is given by the Parish Council.
20. **Use Of Pesticides/Herbicides**: No pesticide or herbicide will be used or stored in a manner likely to endanger human or wild life (other than pest and vermin).
21. **External Boundaries**: The external boundaries of Bull Field and Coopers Close Allotments shall be provided and maintained by the Parish Council.
22. **Annual Inspections**: The Parish Council will carry out an annual inspection to all allotment plots in order to assess whether all rules are being adhered to. Further periodic checks will also be carried out and representatives of the Parish Council reserve the right to access any plot at any time. Should any item be identified as contravening the agreed tenancy rules, a warning notice may be served advising of remedial measures/action required by the Parish Council. Failure to note and action such notice may result in termination of the tenancy agreement, for which a thirty day notice will be given.