

Buckden Parish Council

ALLOTMENTS

You and your Allotment:

Welcome to your new plot. Allotments and community gardens are valuable green spaces and community assets that can improve people's quality of life by promoting healthy food, exercise and community interaction. We hope you find working your allotment enjoyable and that you come to love growing your own flowers, fruit and vegetables.



This booklet, 'You and your Allotment', explains the rules and regulations that you and Buckden Parish Council must comply with when you rent an allotment in Buckden.

By signing your Tenancy Agreement you are stating that you have read, understood and agree to be bound by these rules.

Please read this booklet carefully. Failure to abide by the following rules and regulations may result in the termination of your Tenancy Agreement.

RULES AND REGULATIONS

Contents

1. Definitions and Interpretations
2. Allotment Tenant Responsibilities
3. Council Responsibilities
4. Buildings and Structures
5. Site Management
6. Termination of Allotment Tenancy Agreements
7. Charges (to be reviewed annually in July)
8. Change of Address and Notices

1. Definitions and Interpretations

"The Council" means Buckden Parish Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.

"Allotments" means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers and fruit.

"Allotment Tenant" means any person, 18 years or older and residing within the Parish of Buckden, who is thereby entitled to rent an allotment plot situated within one of the Council's allotment sites.

"Allotment Plot" means a defined area of land, within each allotment site, that is available to rent for an annual sum (a full plot being 5 poles (approx. 150 sq yards) in area).

"Allotment Rent" means the annual charge for renting an allotment plot for 12 months, from the 1st November to 31st October. This charge is reviewed annually by the Council who will undertake to give 3 months notice of any changes in the amount payable.

2. Allotment Tenant Responsibilities

2.1 Allotment(s) must be used for the purposes of an allotment garden only. Therefore they may only be wholly or mainly used for the production of vegetables, fruit or flowers for consumption by you or your family.

2.2 Tenants must only use their allotment plot for their own personal use, and must not use their plot to carry out any business or grow produce for sale.

2.3 You must make a written request to Buckden Parish Council and obtain written consent for use of the allotment(s) for any other purpose other than stated in 2.1 above.

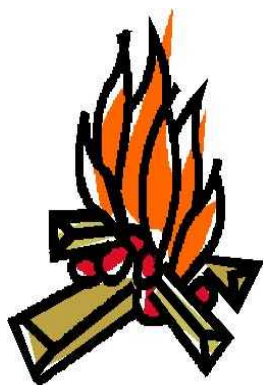
2.4 The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to cause a nuisance to neighbouring plots. (subject to 5.3). All allotment plots are let on an as seen basis. The council is not able to carry out improvements or clearance work for new tenants.

2.5 The tenant shall not deposit, or permit to be deposited any refuse, rubbish or extraneous matter (any matter which is not relevant/essential/pertinent to the use of an allotment) on their plot, or any other part of the allotment site. All arisings from the permitted allotment activities shall be composted on the plot, removed to the official site rubbish collection point or burnt as outlined in 2.6.



2.6 Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders. Under the **Environmental Protection Act 1990** it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'.

If the council have not set aside a place for this specific purpose then tenants may burn allotment rubbish in the allotment field on condition that they conform to the following requirements:



Only start a bonfire when suitable weather conditions permit, to avoid causing a nuisance (wind drift etc). All bonfires must be extinguished, if not burnt out, by dusk.

Only burn organic matter and dry vegetable matter that have been produced on your own plot. Do not burn material that has been given to you from other plots and do not burn household waste of any kind.

Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.

In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately.

2.7 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.

2.8 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.

2.9 The tenant shall not plant any shrubs, conifers or trees. (Fruit trees existing at 30th September 2011 will be allowed to remain until the plot is relinquished.)

2.10 Tenants shall not, without the written consent of the council, plant a hedge or install any type of fence around or on their plots. Existing tenants who have already erected fences are not affected but should be aware that they will be held responsible for any injury to 3rd parties caused by such hedges or fences.

2.11 The tenant shall be responsible for maintaining all paths surrounding their allotment. These paths are not part of the allotment plot and must not be fenced off within an individual's allotment plot.

2.12 The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.



2.13 The tenant shall not keep, or allow other persons to keep animals or livestock (except hens or rabbits, but not cockerels) on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to demonstrate that this can be done in a way that is not detrimental to the health of the hens or rabbits, and will not cause a nuisance to other allotment tenants - S12 Allotments Act 1950.

Any structure required to keep hens or rabbits on a plot is subject to the provisions of Section 4 of these rules.



2.14 The tenant shall not be permitted to keep bees and beehives on the allotments, without the written consent of the Council. The tenant will need to demonstrate that they are properly experienced, and that bee keeping will not cause a nuisance to other allotment tenants.

2.15 The tenant shall not alter, or permit anyone to alter, the water supply system on the allotments provided by the Council, and shall not connect or permit to be connected a hose pipe to the water taps. NOTE: The taps are designed to turn themselves off but please report faulty taps, and any other apparent leaks, to the Parish Clerk as soon as possible.

2.16 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their Allotments (including any structure shed or greenhouse). Breach of this rule by any tenant may result in termination of the tenancy by the Council.

2.17 The Council reserves its right to change the allotment rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's website, on-site notice board or by letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.

2.18 Barbed wire or razor wire or suchlike materials which may be a hazard to other tenants or visitors are not allowed on allotment sites.



2.19 Disputes and Tenant behaviour.

2.19.1 All disputes between tenants should be referred, in the first instance, to the 'Allotments Agent' (currently councillor Fred Day). Any failure to accept the agents decision will then be referred to the council whose decision will be binding on all tenants involved in the dispute .

2.19.2 Tenants shall not at any time use offensive language or offensive / aggressive behaviour towards other tenants, Council Officers or members of the public.



The Council shall reserve the right to issue one month's Notice to Quit if this condition is not adhered to.

2.20 When using any pesticides or fertilisers on their plot, the tenant must:

a) take all reasonable care to ensure that other plots, grass roads and paths, hedges and trees are not adversely affected, and must make good or replant as necessary should any damage occur.

b) select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests.

c) comply at all times with current pesticide regulations and follow manufacturers' instructions regarding safety, storage, mixing, disposal and use at all times.



2.21 The tenant shall not, under any circumstances, install ponds on their plot(s).



2.22 The Tenant is required when entering or leaving the allotment site to lock the gate behind them.

2.23 No motor vehicle or other vehicles may be garaged on the allotments at any time. Parking is prohibited except by tenants while visiting the allotments. There is a designated parking area beside the 'Gardeners' Association' hut.

3. Council Responsibilities

3.1 The Council will provide and maintain computerised allotment records in accordance with **the Data Protection Act 1998**. The public and allotment tenants can also contact the Council via e-mail at: clerk@buckdenparishcouncil.org.uk or via the Council's website at: buckdenparish-council.org.uk.



3.2 Should an Allotments Society be formed the Council will provide and manage a notice board on the allotment site, and will permit allotment tenants and the society to use it to display suitable and relevant notices.

3.3 The Council will promote best practice on all its allotment sites, and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

3.4 The Council will provide, and maintain in good working order, a water supply to every site, with water access points spaced around the site. The Council will arrange to have the water supply turned off during the winter months (between the beginning of November and late March each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.

3.5 The Council will assist security by providing boundary fences and/or hedges, with a lockable access gate. Every tenant will be made aware of the combination lock code required or will be provided with an access gate key for their personal use only. In the interests of maintaining security tenants are asked not to pass this code to others or make copies of keys for others to use. Any keys provided by the Council remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end. Any replacement keys will be charged at £5.00 per key.

3.6 The Council will arrange for grass cutting on all the roads, (but not the small paths between plots), boundary hedge cutting (subject to 3.8) and the removal of allotment rubbish from the official site collection points.



3.7 The 'Allotment Agent' is willing to arrange for autumn fall leaves, that have been collected from parks and open spaces, to be delivered to allotment sites to be composted and used by allotment tenants.

3.8 Where a plot adjoins a boundary hedge the tenant shall be responsible for keeping the side of the hedge properly trimmed. If, for whatever reason, the tenant is unable to carry this out they should contact the 'Allotment Agent' for advice and assistance.

4. Buildings and Structures

4.1 The Council, as landlord, will give permission for tenants to erect one shed (or poly-tunnel) on every plot which must not be larger than 1.9 metres by 2.6 metres (approximately 6 feet by 8 feet).



4.2 Landlord's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.

4.3 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots. 4.4 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith

4.5 Buildings and structures must not be installed on a permanent base.

4.6 When a tenant ceases their tenancy on a plot, they will be expected to remove their buildings and structures from the allotment site before their plot is re-allocated. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.

4.7 Tenants are advised not to store valuable equipment and materials in their sheds or structures, and should not store petrol, oil, lubricants or other inflammable materials. The use of any material containing asbestos is not permitted.

4.8 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.

5. Site Management

5.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to direct any member of Buckden Parish Council, or any person so directed, to access any plot or structure, at any time, in order to carry out these inspections.

5.2 The site inspections will include checking on the performance of the Council's Handyman, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for officers to meet tenants and obtain feedback.

5.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:

A minimum area equal to 50% of the total plot should be cultivated and in active use during the main growing season (March to September)

The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum cultivation area is obtained.

Fruit trees are not allowed, but those trees in place at 30th September 2011 will be allowed to remain until the tenant relinquishes the plot.

The Council will allow new tenants a reasonable period of time to reach these standards, especially if they have taken over a plot in poor condition.

5.4 Any site problems should be reported to either the Allotment Agent, Parish Clerk, or any parish councillor, as soon as possible.

Termination of Allotment Tenancy Agreements



6.1 Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of three month's notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

6.2 The Council reserves the right to cancel an allotment tenancy via one month's written Notice To Quit pursuant to **Section 30 (2) of The Allotment Act 1908** if:

6.2.1 Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or

6.2.2 It appears to the Council that the Tenant of an allotment, not less than three months after the commencement of the tenancy thereof; is resident more than one mile outside the Parish of Buckden for which the allotments are provided.

6.2.3 It appears to the Council, not less than three months after the commencement of the tenancy thereof, the Tenant is not duly observing the rules affecting the allotment plot/site (**The Allotment Act 1908 Section 28**), or any other term or condition of his/her tenancy;

6.3 Where the council issues a Notice to Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

6.4 The Council will initially write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, and the Council will take this into account, and not be unreasonable. A written Notice to Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.

6.5 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months notice in writing pursuant to **Section 1 of the Allotments Act 1922**. In all other circumstances the Council shall give tenants 12 months written Notice To Quit expiring before 6th April or after 29th September in any year.

6.6 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant.

7. Charges

7.1 In October each year tenants will be sent an invoice in advance for allotment rent covering the forthcoming year -1st November to 31st October. New tenants starting during this year will initially be sent a reduced invoice, covering the period from their start date until the 31st October. After that they will receive the annual invoice in October.



7.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and the council will undertake to give three months notice of the introduction of any new allotment charges.

7.3 A deposit, equal to 1 years rent, is payable by new tenants. This deposit will be refunded when the allotment is surrendered clean and free from noxious weeds and any keys returned. The council reserves the right to withhold this refund if these conditions are not met.

8. Change of Address and Notices



8.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.

8.2 Notices to be served by the council on the tenant may be:

- a) Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered', or
- b) Served on the Tenant personally or
- c) Left on the Allotment plot

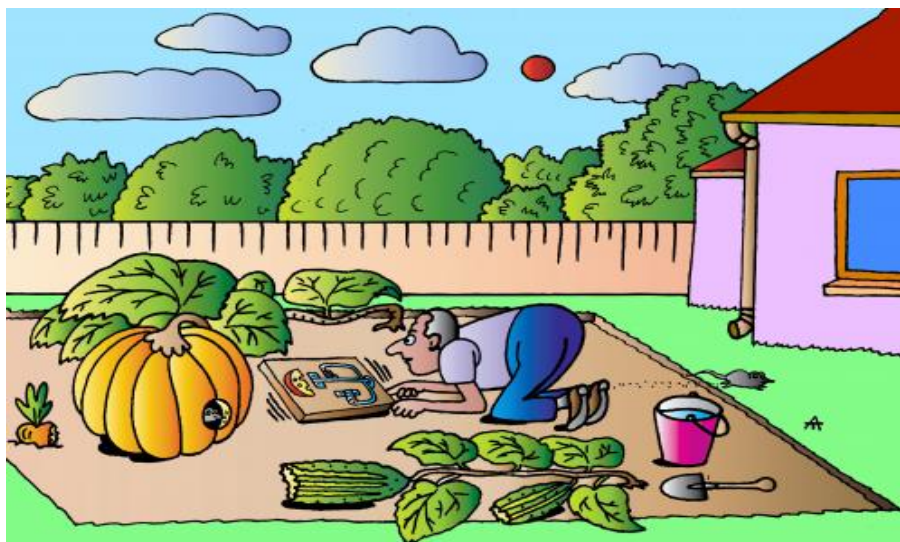
8.3 Notices served under sub-paragraph a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post; **Interpretation Act 1978 Section 7.**

The Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their individual allotment plots.

You agree to indemnify Buckden Parish Council from and against all actions, proceedings, costs, claims and demands arising from your occupation and use of the Allotment(s) and note that tenants are advised to take out personal insurance.

A copy of these rules together with the current allotment rental charges can be found on the Buckden Parish Website at: buckdenparishcouncil.org.uk/allotments.

If you have any queries about these rules or wish to discuss the current 'Waiting List' situation please contact the Clerk to Buckden Parish Council.



Happy (and safe) Gardening

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Allotment Agent
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24 May 2011

