**ALRESFORD PARISH COUNCIL**

**THE ALLOTMENTS ACTS, 1908 TO 1950**

**RULES FOR ALLOTMENT GARDENS**

Made by the PARISH COUNCIL OF ALRESFORD Essex with respect to allotment gardens for the Parish.  These rules apply to all allotments including any let before these rules came into force.

Abuse from tenants to Councillors, Officers, and other tenants will not be tolerated and may result in termination of your tenancy.

INTERPRETATION OF TERMS

1. Throughout these Rules the expression ‘the Council’ means the PARISH COUNCIL OF ALRESFORD and includes any committee of the Council or any allotment managers appointed by the Council under the Allotments Acts, 1908 to 1950.

DEFINITION OF THE PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT GARDENS

1. Anyone over the age of 18, who is a resident of the Parish shall be eligible to become a tenant of an allotment garden subject to the statutory provision that one person shall not hold allotments acquired under the above mentioned Acts exceeding five acres.  Any tenant who moves outside the Parish for 3 months or more after acquiring an allotment, will not be allowed to keep their allotment.

DIVISION OF THE LAND INTO ALLOTMENT GARDENS

1. The Council, before giving notice of their intention to let any land for allotment gardens, shall divide the land, and prepare a plan showing each allotment garden, and distinguishing it by a separate number.  The Parish Council’s responsibility with regard to letting on allotment land is covered by a separate policy.

AGREEMENTS FOR LETTING ALLOTMENT GARDENS

1. Tenancy Agreements are to be completed by the Clerk to Alresford Parish Council in duplicate.  Both copies to be signed by the prospective tenant and the Clerk of the Council. One copy will be given to the tenant for retention, one copy will be filed by the Clerk of the Council.   Allotment gardens in Alresford are let by the Officers of the Council.

5. The tenant of an allotment garden takes responsibility for their plot and its contents from the date they sign the agreement and shall comply with the following conditions :-

(1) To keep the whole allotment garden, including any uncultivated areas, clean and free from weeds and to keep any pathway or track included therein or abutting thereon reasonably free from weeds **within 3 months of commencement of the tenancy.**

(2) To have 2/3 of the allotment cultivated (growing produce) during the growing season – April to October each year.

(3) To use the allotment for their own personal use and not to carry out any business or sell produce from the allotment.

(4) Not to cause any nuisance or annoyance to the occupiers of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.

(5) The tenant should be a good neighbour at all times and shall be fully responsible for the conduct of their family members and other guests visiting their allotment garden.

(6) Not to underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Council.

(7) Not without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.

(8) To keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any gates on the allotment garden, which is the tenant’s responsibility.

(9) To keep any gate properly maintained.

(10)  Not without the **written consent** of the Council, erect any building on the allotment garden.

An application for permission to erect a shed or greenhouse can be made to the Clerk.

(11) Not to use barbed wire adjacent to a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.

(12) As regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council holds the land.

(13) To observe and perform any special condition which the Council considers necessary to preserve the allotment garden from deterioration, and of which notice to applicants for the allotment garden is given in accordance with these Rules.

(14) Not without the written consent of the Council, plant any trees which require more than twelve months to mature.

(15) Not to deposit on the allotment garden any refuse or any decaying matter except manure and compost in such quantities as may be reasonably required for use in cultivation of that allotment garden or place any matter in the hedges, ditches or dikes situated in the allotment field of which the allotment garden forms part or in any adjoining land.  Fly tipping, by a tenant, on the allotment site will result in instant dismissal.

(16) To ensure that any dog brought into the allotment site is securely held on a leash.  Any incidents including dangerous or threatening behaviour of dogs must be reported to the Police and cannot be dealt with by the Association or the Parish Council

(17) Not to erect any notice or advertisement on the allotment garden.

(18) To inform the Council forthwith of any change of address.

(19) To yield up the allotment garden at the termination of the tenancy in such condition as shall be in compliance with these Regulations.  Any costs incurred by the Parish Council to clear rubbish from an allotment may be recovered from the outgoing tenant.

(20) No work in the hours of darkness is permitted on the allotment.

(21) As from 13th December, 1993 the use of asbestos is not permitted in the construction of any shed, building or fencing on the allotments.

(22) No bonfires are allowed on the allotments.

(23) Diseased and/or infected plants – tenants should make a request **in writing** to obtain permission for a controlled fire which will be supervised by the Parish Warden.

(24) Sprinklers and hosepipes are permitted as long as they are attended at all times.

(25) Any tenant laying rat poison must do so responsibly as dogs and other animals are present on the allotment.

PAYMENT AND REVISION OF RENT

1. The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly.

The rents payable are reviewed annually by the Parish Council and 3 month’s notice of any rent increase will be notified to the allotment holder by the Clerk.

POWER TO INSPECT ALLOTMENT GARDENS

1. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden.

Inspections are carried out at regular intervals.  If a plot is not maintained in accordance with allotment rules, the tenant will be issued with a standard notice requesting cultivation to commence within 14 days; if this is not complied with, and no written reason given for failure to do so, a written notice to quit giving 28 days to cancel the tenancy and leave the site will be issued in accordance with Section 30(2) Smallholdings & Allotments Act 1908.  If any livestock remains on the allotment garden after the tenant has vacated, the RSPCA will be called to remove it.

TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

1. The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

A tenant may resign the tenancy of an allotment by giving notice in writing to the Council.  A tenant will be allowed one month to clear the plot, unless the Council decides that it is necessary to shorten this period.  The plot may then be re-let by the Council.  The outgoing tenant shall forfeit any remaining balance of the annual rent.  The succeeding tenant shall pay the proportion of rent due until the annual renewal date.

It may also be terminated by the Council by re-entry after one month’s notice;

(1) if the rent is in arrears for not less than 40 days; or

(2) if the tenant is not duly observing the Rules affecting the allotment garden or any other term or condition of his tenancy; or

(3) if the tenant becomes bankrupt or compounds with his creditors; or

(4) if a tenant is caught misusing the taps

(5) if a tenant has a bonfire on the allotments

(6) if a tenant is abusive to Councillors, Officers, Association Members or other tenants

The tenancy may also be terminated by the Council or tenant by twelve months’ notice in writing expiring on 31st January in any year.

Any plot holder that receives two consecutive tidy up notices and then fails to continue to maintain their plot will receive an immediate Notice to Quit if the plot is not up to standard on the third inspection.

**Any tenant who has been, or will be, evicted from the Parish Council allotments is banned from having another allotment in the Parish, unless a written application to have the ban lifted is submitted to and agreed by the Council.**

EXEMPTION OF CERTAIN LETTINGS FROM THESE RULES

1. These Rules shall not apply to any land, or to any allotment garden which the Council, under special circumstances, to be recorded in its minutes, may exempt from these Rules.

SERVICE OF NOTICE

1. Any notice may be served on a tenant either personally or by leaving it at his last known place of abode, or by registered letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment garden.
2. A tenant may appeal against a notice served on them by submitting a letter to the Parish Council within 14 days of such a notice being issued.  The appeal will then be considered by the Parish Council.  The tenant will be notified of the outcome of any appeal once the Parish Council has investigated the matter and reached a decision. Their decision will be final.
3. AGREEMENTS WILL BE BETWEEN ALLOTMENT HOLDERS AND THE PARISH COUNCIL OF ALRESFORD ESSEX
4. The Parish Clerk has the following powers: Collection of rents; Letting of allotments; General supervision of the allotments and enforcing the Council’s regulations.

Please note:

The information supplied on your tenancy agreement will be treated in confidence for use only by the Parish Council.  Upon termination of your tenancy, your details will be removed from our register within 3 months.

ALRESFORD PARISH COUNCIL

FORM OF APPLICATION FOR AN ALLOTMENT GARDEN

To:    The Clerk of Alresford Parish Council

I wish to apply for one of the Allotment Gardens provided by the Parish Council at Wivenhoe Road.

Name:

Address:

Post code:

Tel No:

Email address:

Are you over 18 years of age?  Yes/No

How long have you lived in the parish?

Do you already have an allotment in the parish?   Yes/no

If yes, please supply details

Any tenant who has previously been evicted from the Parish Council allotments is banned for having another allotment in the parish, unless a written application to have the ban lifted is submitted to and agreed by the Parish Council.

In the event of my application being granted, I agree when required by the Council, to sign an Agreement for letting in accordance with the rules, and to pay the stamp duty (if any) on such agreement and to pay for tenant right and compensation for improvements the sum stated in the notice of letting (or such sum as shall be found due to the outgoing tenant for such matters).

SIGNATURE.....................................................    DATE..................................

PLEASE RETURN COMPLETED FORM TO:

The Clerk to the Council

Alresford Parish Council

The Pavilion,

St Andrews Close, (Off Ford Lane)

Alresford

Essex, CO7 8AT

SCHEDULE FORM OF AGREEMENT FOR LETTING

Agreement made this               day of                          20         between the Alresford Parish Council (hereinafter called "the Council") of the one part, and

(hereinafter called "the Tenant") of the other part, whereby the Council agrees to let, and the tenant agrees to hire as a yearly tenant from the                day of                                20    the allotment garden numbered in the register of allotment gardens provided by the Council and containing or thereabouts (subject to the exceptions and reservations in the lease under which the Council hold the land) at the yearly rent of £               payable yearly and at a proportional rent for any part of a year over which the tenancy may extend.

The tenancy is subject to the Allotment Garden Rules made from time to time by the Council, (copy supplied herewith) and to the Allotment Acts, 1908 to 1950.

I agree to take responsibility for the above plot and it’s contents from the date of this agreement.

Signed.....................................………….

            Clerk to the Council

Signed.....................................………….              Witness………………………..

                Tenant

(Any special conditions affecting the allotment garden are to be endorsed on the Agreement)

TO:

The Clerk to the Council

Alresford Parish Council

The Pavilion,

St Andrews Close, (Off Ford Lane)

Alresford

Essex

CO7 8AT