

Croxdale and Hett Parish Council

Allotment and Smallholding Rules (1993-2021) (Revised 2023)

TENANCY AGREEMENT

These rules apply to all allotments and smallholdings administered by Croxdale and Hett Parish Council and will apply as a minimum standard

Payment of Rent

1. The rent for each allotment is paid yearly in advance. If the rent is unpaid 1 month later, (unless the Council agrees in writing to the contrary) the tenancy terminates automatically.
2. The rent shall be reviewable on an annual basis. The Council reserves the right to increase the rent on and from in any year after giving the tenant not less than twelve months written notice.

Termination of a tenancy of an allotment

3. The tenancy of an allotment, unless agreed in writing by the Council, (such as a Shared Tenancy Agreement), shall terminate upon the death of the tenant - members of the family will be given time to remove growing crops. All tenancies will terminate if the Council ceases to own or have the right of occupation of the allotment land.
4. The tenancy may be terminated by the Council after one month's notice:
 - a) If the rent is in arrears for more than 1 month; or
 - b) If any tenant is in breach of the allotment rules affecting the allotment or any other terms of condition of their tenancy.
5. The tenancy may also be terminated by the Council as stated in section 1(1) of the Allotments Act 1922. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
6. In the event that the tenancy is terminated during a tenancy year, there shall be no apportionment or refund of rent that is paid in advance by the tenant.

Services of Notices

7. Any notice from the Council may be served on a tenant either personally or by leaving it at their last known postal address or by fixing the same in a conspicuous manner at the allotment.
8. Any notice from a tenant to the Council is served on the Council in writing to the Clerk of the Parish or in person at a Council meeting.

Power to Inspect Allotments

9. Authorised Officers of the Parish Council shall be entitled at any time to enter and inspect an allotment administered by the Council. However, the Parish Council or its representative cannot remove any item(s) from an allotment without the consent of the Parish Council and in consultation with the tenant, if contactable.
10. Examples of when the Parish Council will issue tenancy enforcement letters include overgrown plots, plots not showing any signs of being used, plots clearly being used as a storage facility for rubbish and excessive material.
11. Keeping the plot tidy and making obvious attempts to use the plot will ensure the Parish Council will not need to contact allotment holders regarding the cultivation of the plot.
12. There are three enforcement stages in total:
 - Stage 1 – letter sent advising that plot is showing signs of non-cultivation and work needs to be done to improve it as soon as possible. Advised that a re-inspection will be due in approx. 4 weeks from date of inspection.
 - Stage 2 – letter sent advising that condition of plot is still not showing enough evidence of being used appropriately. Tenant is advised that their tenancy of plot is at risk of termination due to breaches of the tenancy and given one further month to improve the condition of the plot (specific date provided).
 - Stage 3 – Notice to Quit issued as plot continues to show no sign of being used enough. This gives allotment holders one month to clear the plot of rubbish, personal belongings and to tidy the plot up. This is a decision that will not be rescinded. A specific date will be given for when tenancy will finish and the plot will be re-let.
13. It is essential that allotment holders act on any enforcement letter(s) you receive. Failing a re-inspection can lead to tenancy termination. If you have mitigating circumstances such as a medical condition then you must advise the Parish Clerk as soon as possible.

Allotment Co-Worker Agreement

14. A co-worker is someone who you can register as assisting you with the maintenance of the plot. The co-worker has no legal tenancy rights or responsibilities and sub-letting to co-workers is not permitted so you must still have regular involvement in the maintenance of the plot. A co-worker can only be registered on one plot and will remain registered until either the tenant decides to remove the co-worker or until the tenant gives up the plot. If you wish to register a co-worker at any point during your tenancy agreement, please contact the Parish Clerk.

Shared Tenancy Agreement

15. Where two or more parishioners wish to jointly work an allotment then, subject to the points below, all tenants shall sign a 'Joint Allotment Tenancy Agreement'.

- One of the joint tenants shall be nominated as the 'Principal Tenant' and will be responsible for all payments and correspondence relating to the allotment.
- Where an existing single tenant wishes to have a joint tenancy, then they must make an application for a joint tenancy, nominating the Secondary Tenant at the start of the tenancy annual year. The existing plot holder shall be the "Principal Tenant".
- Both tenants shall agree to comply with and observe the allotment rules, be held responsible for payments and ultimately for the condition and maintenance of the plot. (Both tenants must live in the Parish or has a registered interest / business in the Parish.)
- In the event of the death of the Principal Tenant, the tenancy will automatically revert to a single tenancy in the name of the Secondary Tenant and vice versa.
- If either party wishes to give up their joint tenancy, then they must write to the Council giving three months' notice. At their discretion, the Council may accept a shorter notice period. In the event of one tenant giving up their joint tenancy then the tenancy will automatically revert to a single tenancy in the name of the remaining tenant.

Reside within the Parish

16. The tenant(s) shall reside within the Parish of Croxdale and Hett during the period of this tenancy. Or has a registered interest / business in the Parish.

General Conditions **under which allotments are to be cultivated**

Every tenant of an allotment must comply with the following conditions:

1. Each garden / smallholding shall be the responsibility of one person (unless subject to a shared / joint tenancy). They must cultivate the whole of the allotment personally and not sublet, assign, exchange or part with the possession of the allotment or any part of it without the written consent of the Council.
2. The tenant must be capable of cultivating 75% of the garden personally except with the written permission of the Parish Council.
3. No subletting or transference of the tenancy without the permission of the Parish Council.
4. The land must be kept free from weeds and maintained in a good state of cultivation and fertility for the growing of fruit and vegetables or other horticultural leisure purposes. Grass to be maintained to a height less than 10cm throughout the growing season. An area no greater than 25% of the allotment plot may be used for leisure gardening purposes such as growing flowers, creating and maintaining a bio-diversity habitat. A small seating area may also be incorporated into this area for use by the tenant. Children's swings, paddling pools, or similar are not permitted.
5. Cars must not be parked on allotment plots. If cars are brought onto allotments, this should be for the purpose of deliveries and collections only, except where there is a designated parking area. Vehicles brought onto site are at the owner's own risk.
6. To keep the internal fences and hedges and the internal face of adjoining boundary hedges properly cut and trimmed and to keep all ditches and water courses clean and free flowing. The tenants are responsible for all external boundaries and the trimming of the top and external face of allotment site boundary hedges.
7. There shall be no buildings, structures, pigsty's, henhouses, livestock, or caravans on the land without the permission of the council. No bees may be kept on any allotment garden without the written permission of the Council.
8. The tenant shall not keep on the allotment or smallholding any carpet or underlay or other covering other than weed suppressant membranes for that purpose and not to bring onto or store on the allotment any dangerous, harmful, polluting or contaminating substances.
9. Not to deposit or permit to remain on the allotment any refuse or decaying matter - this includes burying dead animals (except manure and compost as may be reasonably required for use in cultivation) or

place any such matter in hedges, ditches or dykes on or adjoining the allotment.

- 10 All tenants are responsible for payment of their share of the water rates, via private arrangement and not the Parish Council.
- 11 Not without the written consent of the Council, prune any timber or other trees on the allotment boundary and not to sell or carry away any turf, mineral or gravel, sand or clay. Tenants are not allowed to carry on any trade or business from their plots.
- 12 Tenants are permitted to bring dog(s) onto the allotment provided it is under proper control and kept within the confines of the allotment plot, and provided that it does not cause a nuisance or annoyance. All dog faeces must be removed from the allotment site. Failure to observe this condition will constitute a breach of the agreement on the part of the tenant and will result in this permission being withdrawn. If you wish to kennel dog(s) overnight on your allotment, permission must be sought from the Parish Council in the first instance. Failure to do so, may result in your tenancy agreement being terminated.
- 13 The Tenant shall not without the written consent of the Parish Council keep or allow any livestock on the plot.
- 14 Not to plant or permit to grow on the allotment any trees which produce non-edible fruit, without the prior written consent of the Council.
- 15 Not plant any trees or shrubs so as to overhang or interfere with any other allotment or any path or roadway on the allotment land.
- 16 Not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.
- 17 Not to use barbed wire or any other fencing material that may cause injury on a fence or as a fence adjoining any path set out for the use of the occupiers of the allotment.
- 18 The Parish Council may appoint at its discretion a representative of the Council to oversee the adherence to the rules here stated.
- 19 It is strictly prohibited to grow plants, which produce illegal substances or are otherwise proscribed.
- 20 The tenant must adhere to the following guidance points regarding bonfires and is essential that they do not cause a nuisance to surrounding residents:
 - Keep bonfires to a minimum.

- Only have a bonfire if it does not affect neighbours and nearby residents (be aware of wind direction and whether other plot holders on the site have had a fire recently).
 - Only burn waste generated on your plot and try to use a device that will contain the fire, for example, an incinerator bin.
 - Always have quick burning fires, using dry materials and allow it to burn out whilst you're still present on site.
 - Do not burn household rubbish, tyres, plastic or foam materials or similar as many of these give off toxic fumes and dense smoke.
 - Do not burn rubbish from a business on an allotment.
 - Do not leave a bonfire unattended.
 - Do not allow the bonfire to burn overnight.
 - Croxdale and Hett Parish Council accepts no responsibility for any loss or damage caused by an allotment bonfire. The tenant(s) are responsible for any necessary repairs in the event the fire spreads beyond their control.
 - If you wish to make a complaint regarding bonfires on allotments, please contact the Parish Council.
- 21 The tenant shall within 14 days inform the Council of any change of their address.
- 22 The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the allotment garden and other allotment gardens let by the Council.
- 23 Any variations to the above rules only permitted with written permission from the Parish Council.
- 24 Effective from 2021, no tenant (at the same address) will have the right to more than one allotment/small holding (apart from any historical arrangements that are currently in place). However, if there is no one on the waiting list, then a further / additional allotment would be approved.
- 25 When a tenant vacates an allotment, it should be in a fair/good condition and free of any materials, rubbish or other structures (unless it has been agreed for these items to remain), in order for the allotment to be re-allocated as soon as possible.
- 26 If a tenant finds that they cannot cope with a whole allotment plot, they should inform the Parish Clerk and consideration will be given to let half of the allotment plot to a prospective tenant on the waiting list.
- 27 The Parish Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their allotment sites.

Restriction on Admittance to Allotment Garden Site

The Council or Council Authorised Representative has the right to refuse admittance to the allotment site to any person, if that person, in the opinion of the Council, or Council Authorised Representative acts or behaves, or is likely to act or behave, in a manner likely to cause a nuisance or annoyance to any tenant of an allotment site.