

Allotment Rules

1. Introduction

1.1 The Committee has the power to make rules in order to regulate the arrangements for the letting of individual allotments on the allotment site at Glebe Allotments, Stonham Parva (The Allotment Act 1908 Section 28).

1.2 When those rules are brought into operation they apply to all such allotments, even if held under a tenancy agreement before the rules came into operation.

1.3 The Committee reserves its right to change the rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the website, email or letter. The Committee 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. Eligibility Criteria and Allocation of Plots

2.1 To be eligible for an allotment a person must be 18 years or older.

2.2 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

2.3 When a vacant plot is not available, the Committee operates a Waiting List. When a plot becomes vacant the person on the top of the list is given first choice for the tenancy via a notification sent to the address recorded on the waiting list. They are given three weeks to respond to this offer and if no response is received within this time, they will be offered the next available plot. If they do not wish to or cannot take that plot at that point in time, the Committee will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance the plot will be offered to the next person on the list. A maximum of two plots will be offered before the person's name is placed at the bottom or removed from the list. Each allotment tenancy will be made in the name of one person only.

2.4 All allotment plots are let on an as seen basis.

3. Allotment Tenant Responsibilities

3.1 The tenant shall keep their allotment plot in a reasonable state of cultivation, any grass should be kept tidy.

3.2 The tenant shall not construct any hard landscaping i.e. patios, paved or permanent pathways etc.

3.3 The tenant is responsible for the conduct and activities of anybody they allow on the allotment site.

3.4 The tenant shall not deposit, or permit to be deposited any refuse, rubbish or any extraneous matter on their plot, or any other part of the allotment site. All arising's from the permitted allotment activities shall either be composted on the plot or burnt.

3.5 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". Therefore the tenant must conform to the following requirements:

- Bonfires must be extinguished, if not burnt out by dusk.
- Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift)
- Only burn organic matter and dry vegetable matter that has been produced on your own plot.
- Non-vegetable matter such as plastic, rubber, carpet, large quantities of wood 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, the fire must be extinguished.

3.6 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.

3.7 The tenant will keep ensure that a 1 metre path to the left hand side of the allotment is created (if one is not already in situ) and maintained.

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

3.9 No asbestos material shall be brought on site for any purpose.

3.10 Tenants should only use carpet, underlay or similar material sparingly and remove it before it disintegrates or becomes overgrown with vegetation.

3.11 The tenant shall not plant any shrubs, conifers or trees other than fruit trees.

3.12 The tenant must maintain the boundary fencing of their plot. Internal non-permanent fencing to protect crops is permitted.

3.13 The tenant shall not allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult. No ball games are allowed on the allotments.

3.14 Dogs are permitted on site as long as they are kept on a lead and under control at all times. Dog owners must clear up after their dogs and disposed of responsibly.

3.15 Each tenant is responsible for providing and maintaining a marker that clearly identifies their plot number.

3.16 Tenants must only use legal pesticides, fertilisers or chemicals on their plot, the tenant must take all reasonable care to ensure that other plots, paths, hedges and trees are not affected (respecting any plot holders wish to be organic), and must make good, or replant as necessary should any damage occur. The tenant must ensure there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests. No pesticides, fertilisers or chemicals to be stored on site.

3.17 Petrol must not be stored on site, other than that contained in machinery.

3.18 The Tenancy of an Allotment is personal to the Tenant. Pursuant to Section 27 (4) of the Allotment Act 1908, <http://www.legislation.gov.uk/ukpga/Edw7/8/36>, 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 agreement.

4. Disputes and Tenant behaviour

4.1 Any disputes between tenants should be referred to the Stonham Parva Allotmenters Committee and the decision of the Committee will be binding on all tenants involved in the dispute.

4.2 Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, committee members, Parish Councillors or members of the public and be friendly and harmonious regardless of their race, gender, disability, age, sexual orientation or religion. The Committee shall reserve the right to issue one month's Notice to Quit, if this condition is not adhered to.

5. Committee Responsibilities

5.1 The Committee will provide and maintain records including name, address and telephone number, in accordance with the Data Protection Act 1998.

5.2 The Committee is not responsible for the clearing of rats, moles, wasps, bees, rabbits or any other identifiable pest.

5.3 The Committee will arrange a working party at various times for grounds maintenance operations including boundary hedge cutting and maintenance of vacant plots.

6. Sheds and Structures

6.1 Each allotment holder is restricted to one shed and one greenhouse up to a maximum of 10ft x 8ft each (Plot holders with multiple plots must seek permission from the committee if they require more than this).

6.2 Polytunnels and fruit cages must not be erected without permission from the Committee.

6.3 Sheds and structures must not cover more than 1/4 of the allotment plot.

6.4 All sheds and structures on allotments, whether erected by the tenant or in situ on the allotment plot on commencement of tenancy, must only be used in connection with the use and management of allotment plots.

6.5 All such sheds and structures should be maintained in a good state of repair and condition. If the Committee is not satisfied with the state of repair it may require the tenant to remove the shed or structure forthwith.

6.6 Sheds and structures must not be installed on a permanent base.

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

6.8 Tenants are advised not to store valuable equipment and materials in their sheds or structures.

6.9 Tenants are permitted to install compost bins or structures intended for the same purpose and a water storage system.

6.10 Barbed wire is not permitted on any part of the allotment site.

7. Livestock

7.1 The only livestock allowed on site are chickens and bees. Up to 20 chickens are permitted per tenant. Permission must be sought from the Committee for bees.

7.2 The conditions for keeping livestock are that you:

(a) Register your chickens with Department for the Environment, Food and Rural Affairs (DEFRA) (or such government department or agency that may replace DEFRA) (b) Comply with all animal welfare legislation for free range animals (c) Make sure that you have adequate housing, diet and water (bearing in mind that there is no running water on the allotment site) (d) Ensure that food is stored securely and protected from vermin (e) Arrange for them to be checked at least once a day (f) Provide us with two emergency 24-hour contact telephone numbers (g) Comply with any restrictions or regulations imposed by the Department for the Environment, Food and Rural Affairs (DEFRA) (or such government department or agency that may replace DEFRA in respect of such restrictions or regulations) (h) Dispose of carcasses in accordance with legislation and do not bury them on your allotment (or elsewhere on the allotment site) (i) Remove all livestock and related equipment at the end of your tenancy

8. Site Management

8.1 The Committee will arrange for regular site inspections to ensure that the site is being properly maintained and used. The Committee reserves the right to access any plot, shed or structure in order to carry out these inspections. If it is determined that a breach has occurred and/or where there is no visual improvement undertaken by the tenant, the Committee will give notification to the relevant tenant in writing, a notice to improve, final notice or termination notice as applicable, unless there are extenuating circumstances, which can be brought before the Committee. Photographic evidence may be used to aid inspections.

9 Termination of Allotment Tenancy Agreements

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

9.2 The Committee 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 (a) Allotment rent is in arrears for 28 days or more (whether formally demanded or not); or (b) it appears to the Committee, 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, or any other term or condition of his/her tenancy.

9.3 Where a tenant fails to maintain a good standard of cultivation, the Committee will serve a "Notice to Improve" giving 14 days to show some improvement. Failure to improve the plot may lead to termination of the tenancy.

9.4 The Committee may terminate tenancy in any circumstances pursuant to section 1 (a) of the Allotments Act 1922, as amended by the Allotments Act 1950, by giving the tenant 12 month's written notice.

9.5 On the death of a tenant, the Committee shall look sympathetically on a request to transfer ownership to any partner or family member who wishes to be responsible for the maintenance and cultivation of the existing allotment garden. Alternatively, the tenancy shall, unless otherwise agreed in writing, terminate two months after the death of a tenant.

10 Charges

10.1 The Committee reviews its allotment charges on an annual basis. The Committee is responsible for a set charge per annum payable to Stonham Parva Parish Council – rent charged to tenants must cover this total charge.

10.2 In March each year, tenants will be sent an invoice in advance for allotment rent covering the forthcoming year – 1st April to 31st March.

11 Change of Address and Notices

11.1 Tenants should immediately inform the Committee, in writing, of any changes in their contact details.

11.2 Notices to be served by the Committee on the tenant may be: (a) Sent to the Tenant's last known address in the Tenancy Agreement (or notified) to the Committee under these rules) by first or second class post, registered letter, recorded delivery or hand delivered, or (b) Served on the Tenant personally.

11.3 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.

If you have any queries about these rules please contact Wendy Brame, Chairman of Stonham Parva Allotmenters on 01449 711178 or email wabrame@hotmail.com.

It is the responsibility of the tenant for the safety of their allotment plot and the Committee accepts no liability for any loss, damage or injury to tenants, family members or their belongings occurring on their allotment site. Some insurance companies offer public liability cover through home policies.