

# HURWORTH PARISH COUNCIL ALLOTMENT RULES – 18<sup>th</sup> DECEMBER 2019:

## 1 - Responsibilities of Hurworth Parish Council (hereafter referred to as the Council)

**1.1** The Council will consider and make a ruling on any matters of complaint, or conflict not provided for in these rules, and will make a decision at their discretion. The Council have a right to dissolve a tenancy if they believe it to be necessary for any reason.

**1.2** The Council will maintain a chronological waiting list of prospective tenants and update it annually, or where necessary.

**1.3** The Council will allocate allotment plots fairly; the registered tenant must reside within the parish of Hurworth or Neasham. Hurworth residents will be given priority on the waiting list. Only 1 person from Neasham will be on the waiting list at a time. Should an allotment plot become available, the Council will alert the existing tenants to this, allowing them the chance to swap their existing allotment plot for a more suitable allotment plot. If more than one tenant expresses an interest, in a particular allotment plot, then names will be written down and drawn at random. Existing tenants, wishing to swap, will be given priority of allotment plot allocation over prospective new tenants.

**1.4** The Council will hold plans of the allotment sites, showing the layout of paths and haulage ways, the position of allotment plots, and the number allocated to each plot (at Strait Lane there are 48 allotment plots and at the Grange there are 9 allotment plots). To ensure the allotment plot is in the same order as when it was taken over, a photographic record of the allotment plot, at point of transfer to a new tenant, will be taken.

**1.5** Personal information held by the Council relating to any allotment tenancy will be held in accordance with the Data Protection Act 2008. Any requests for information held by the Council, in relation to the allotment tenancy, will not be divulged to a third party without express written permission of the tenant.

**1.6** The Council will maintain a water system for use during the growing season and share water costs equally among tenants. Currently, the Council pay the water bills, however should this change, then the Council will consult with the tenants and any decision made, regarding how the cost of water will be covered, will be taken into consideration at the annual rent review (*point 1.8*).

**1.7** The Council will endeavour to maintain boundary hedges, fences and gates.

**1.8** At the end of the year, an AGM meeting will be held where tenants will be informed of:

(a) Actual water charges incurred for that year.

(b) (Following any required consultation) any water charges to be covered by the tenants.

(c) The cost of allotments rents for the following year and the date for payment; this is the 1<sup>st</sup> of January each year.

The Council will clear and reallocate allotment plots where rent is unpaid after forty days.

**1.9** The Council will endeavour to provide a safe environment for all their tenants.

**1.10** Inspections can be carried out at any time and will be carried out by both a Parish Council representative and an allotment representative.

**1.11** When evidence exists that a general breach of tenancy has occurred, tenants will be subject to the following enforcement procedure, in order to allow the tenant opportunity to remedy the breach.

(a) 1st Warning Letter

This will outline the nature of the breach(es), give instructions on required actions and 14 days for the tenant to rectify the problem.

(b) 2nd Warning Letter

If, after the 14 day period, it is found that no, or insufficient action has been taken, then the tenant will be issued with a 2nd warning letter.

This will give the tenant an additional 14 days to rectify the breach.

(c) Notice to Quit

If, after 14 days, from the 2nd warning, it is found that no/ insufficient action has been taken, then the tenant will be issued with a 'Notice to Quit'.

The 'Notice to Quit' informs the tenant that the tenancy will be terminated in one month and that the eviction process has commenced.

In this period, the tenant must remove all possessions (including any locks) and leave the allotment plot(s) in an agreed condition.

(d) After the one month has expired, a 'Notice of Re-entry' will be posted on the allotment plot in a prominent position and the Council will then have regained possession of the allotment plot(s); including all items which remain on it.

(e) Tenancy Ended

The tenant will receive a letter to confirm that the tenancy has ended.

## **2 - Responsibilities of the Tenant:**

**2.1** Keep their allotment plot(s) tidy, which includes overgrown weeds and clear of rubbish, with the soil in a good state of cultivation and fertility.

**2.2** Dispose of infected plants, roots and produce from the allotment site, by burning, removal to household garden bins, or to the Darlington Borough Council waste site.

**2.3** Compost healthy cuttings and green material in a compost heap, or bin on their own allotment plot(s).

**2.4** Remove non-biodegradable rubbish such as glass, metal, & plastics from the allotment site.

**2.5** Use the water system economically. To prevent the spread of infection please do not wash tools, or produce in the water tanks. Do not connect water siphons, sprinklers or hosepipes to the allotment system, unless the Council has agreed this. The Council encourages tenants to help reduce water bills by collecting rainwater into water butts. Currently the Council covers the cost of the water but, at a future date, tenants may be asked to cover the cost of allotment water; should this arise, then the Council will consult with the tenants and any decision made, regarding how the cost of water will be covered, will be taken into consideration at the aforementioned annual rent review (*point 1.8*).

**2.6** Tenants must not cause nuisance or annoyance to other tenants and

neighbours. Loud language that is obscene, abusive, or threatening and causes alarm, or distress to others is a public order offence: Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified. It will not be tolerated and could result in forfeiture of tenancy.

**2.7** Be responsible for the behaviour of their guests. Under 16s must always be accompanied by a responsible adult.

**2.8** Keep all dividing pathways to a minimum 60 cm (24 inches) and haulage ways maintained at a minimum width of 3 metres (10ft 9 inches) and clear of obstructions. Keep dividing pathways in good repair, and regularly cut.

**2.9** To protect footpaths and haulage ways, vehicles can only enter the site when the ground is firm and dry. If vehicles damage the ground, the vehicle driver will be held responsible for repairing the damage, and making the footpath/ haulage way safe for other allotment users.

**2.10** Obtain written agreement from the Council, to cut, prune or remove any timber from trees, or take, sell or carry away any mineral, sand, clay, brickwork, fencing or any other item pertaining to the allotments or other tenants.

**2.11** Tenants must not sub-let, assign, or part with the possession of their allotment plot(s), nor use any part of their allotment plot(s) as a Market Garden without the written consent of the Council.

**2.12** Before erecting any structure, in excess of 2.4 x 1.8 metres (approximately 8x6ft), with a height of no more than 2.5 metres (approximately 8ft), the tenant must seek and obtain written consent from the Council: this includes large polytunnels, permanent bases (e.g. concrete), wooden/ metal, brick, glass structures and net cages. Structures must not cause any obstruction, or cause any light issues to other tenants and neighbouring residents. More than one structure is allowed on a plot, providing they do not total more than 20% of the available allotment plot ground. Please note that any existing structures are exempt from this rule.

**2.13** Any structure erected (this includes all existing structures and any structures erected in the future), regardless of what size, should only be used for the purpose of storage of allotment equipment, cultivation of fruit and vegetables. If the purpose of the structure (this includes all existing structures and any structures erected in the future) is to be for any other purpose (e.g. a shelter), then the tenant must seek and obtain written consent from the Council.

**2.14** Allotment plots and any structures may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be issued with an immediate 'Notice to Quit'.

**2.15** Do not use barbed wire or razor wire or any other material that would be likely to cause injury, on any area of the allotments including adjoining fences, or paths set out by the Council.

**2.16** Dogs must be kept under control, and where necessary, on a lead. Please ensure any dog faeces are removed. If a tenant breaches this rule, they will receive a warning letter. Should the tenant breach this rule again, a

second warning letter will be sent, and if this is ignored, they will be asked to vacate their plot.

**2.17** Animals and poultry are not to be housed anywhere on the allotments.

**2.18** No deceased animals are to be buried anywhere on the allotments.

**2.19** Cultivate the allotment plot(s) with regard to the environment and wildlife, for example:

a. Pest Control – choose disease resistant plants in preference to using chemical sprays, and restrict the use of chemical slug pellets which harms wildlife; using an organic alternative is encouraged in all instances.

b. Weed Control – hoe, or pull by hand and use mulch in preference to using chemical weed killers.

c. Soil Conditioners – to stop the destruction of peat bogs (which leads to the extinction of rare plant and animal species) tenants should use organically sourced compost where possible.

**2.20** Bonfires can be lit from 3.00pm all year round (this will be monitored by the allotment committee). Attend all bonfires until extinguished. Be aware of wind direction to avoid smoke being blown towards local properties. The bonfire must not be more than 6ft high, by 4ft wide. As an alternative, use of a burning barrel is permitted. The tenant must not bring materials from outside the allotments to burn, and must not burn any hazardous materials, or any man-made materials such as plastics. The fire must not cause a nuisance or danger to other tenants, or neighbouring residents.

**2.21** Tenants of the Grange Allotments must ensure the Clerk to the Council is provided with the most recent key to the site. For the safety of tenants and the public, please ensure that gates are closed at all times and the allotment site is kept secure.

**2.22** Abide by and have an understanding of the Terms of the Agreement with the Council. Observe and adhere to Council notices and pay rent by the notified date (this is the 1<sup>st</sup> of January each year). New tenants will be required to sign a 'Tenancy Agreement', pay one years rent and a bond of £30; the bond will be held for the duration of the tenancy and returned when the plot is vacated in good condition (*point 2.1*). The tenant and the clerk to the Parish Council, or the chairman will sign the 'Tenancy Agreement', with copies retained by both parties. If the plot is left in a poor condition, the tenant will not receive their bond back. The Council will use the bond payment to:

a. Make the allotment good for the new tenant.

b. Provide the new tenant with the £30 to make the allotment plot good.

**2.23** It is a condition of tenancy, to inform the Council of changes of address or name. If a person leaves the village, their tenancy will be terminated (*point 1.3*); the actual date of tenancy termination will be at the discretion of the Council.

**2.24** The maximum number of allotment plots that a person/ household can have is one allotment plot. For existing tenants, who already have more than one allotment plot, they will be allowed to keep their existing allotment plots until the tenant terminates their tenancy of the allotment plot(s). If there is no waiting list, the Council will advertise the vacant allotment plot(s) first. Should the waiting list be exhausted/ non-existent, then the Council will allocate any vacant allotment plot to existing allotment holders who have expressed an interest in acquiring more than one allotment plot; any existing tenants,

wishing to take on a further allotment plot, will need to join the waiting list, and will be allocated an allotment plot in line with the waiting list policy (*points 1.2 and 1.3*).

**2.25** If a person turns down an allotment, preferring to wait until a later date, then that person will go to the end of the 'waiting list'.

**2.26** When a referendum type vote is taken, the rule shall be one person = one vote, rather than a person with three allotments having three votes.

**2.27** Any serious, deliberate or continual breach of the allotment rules could result in the termination of the tenant's rental agreement by the Council.

**2.28** The tenancy of an allotment plot is personal to the tenant and is not transferable. Under Section 27 (4) of the Allotment Act 1908, the tenant may not assign, underlet or part with possession of all or part of their allotment plot(s) unless agreed by the Council.

**2.29** Tenants are entitled to helpers on their plot. However, the Council must be informed so that the helper can be registered and an agreement signed to ensure that any helpers adhere to the same rules and regulations as the tenant. Please note this does not mean that any registered helpers are automatically entitled to the allotment plot(s), should the tenant vacate the allotment plot(s), they are helping on; any helpers wishing to take on an allotment tenancy will need to join the waiting list, and will be allocated an allotment plot in line with the waiting list policy (*points 1.2 and 1.3*).

Please note, as at the 19<sup>th</sup> February 2021, that all previous allotment rules are hereby rescinded.