

# ALLOTMENTS

All allotments are let on condition that the tenant agrees to abide by the under mentioned conditions.

Payment of rent will be taken as acceptance of these rules.

If a tenant fails to adhere to any rule, in its entirety, the parish council reserves the right to cancel the tenancy at any time, giving 6 weeks notice to allow removal of personal possessions.

1. Allotment holders must reside in the Parish of Huntley, or within three miles of its boundary. If there is insufficient demand from residents of the Parish the Parish Council may, at its sole discretion, allocate tenancies to people outside the specified limits. Once allocated the tenants will have security of tenancy providing the rules specified below are followed. All tenancies will be subject to annual renewal.
2. Tenancies will run from the 1<sup>st</sup> April until 31<sup>st</sup> March the following year.
3. The Parish Council at its first meeting in February each year will set the annual rent. Each allotment holder will be advised of the rent for the forthcoming 12 months within 10 normal working days of the Council meeting. Rents must be paid in advance by 31<sup>st</sup> March. If the rent has not been received by that date, the Parish Council reserves the right to reallocate the allotment.
4. All tenancies granted for the first time after 1<sup>st</sup> April 2003 will be subject to an initial rental equivalent to two years rent. On vacating the allotment one year's rent, at the initial rate, will be refunded providing all the conditions, herein, have been satisfied, and the initial deposit was correctly received.
5. The Parish Council may, at its sole discretion, reduce the first year's rental where the plot being taken over is in poor condition.
6. Allotment holders may, subject to the agreement of the Parish Council, rent more than one plot.
7. Allotments must not be sub let, but two tenants may, at the sole discretion of the Parish Council, share a plot. In this case the person paying the rent will be deemed to be the allotment holder and will be responsible for ensuring compliance with these conditions.
8. Allotments must not be used for commercial purposes.
9. Water on the allotments is metered, the cost of which is included in the rent charged. It is available for allotment holders only, for use on the allotments and must not be used for any other purpose.
10. Allotment holders are required to cultivate and maintain their plots in good condition and as far as reasonably possible keep them free from weeds.
11. Any tenant who experiences a specific problem in maintaining a plot in good condition should advise the Parish Council accordingly.
12. Allotment holders are responsible for maintaining and cutting all grass paths and all edges immediately adjacent to their plot.
13. Allotment holders must not encroach on other plots by continual cutting back paths. All minor paths between allotments must be a minimum width of 2 feet (and preferably 2 feet 6 inches). Main paths must be a minimum of 8 feet wide to allow access for vehicles delivering manure and grass cutting.
14. Allotment holders receiving delivery of manure, soil etc., must be present when the delivery is made. If the load encroaches on any path, the path must be cleared within 24 hours of the delivery being made. Please refer also to rule 26.
15. Allotment holders may erect a shed or a similar shelter on their plots. Any such buildings must not take up a total combined area of more than 24 square feet (2.23square metres) unless approved by the parish council and must be maintained in good condition throughout the tenancy. It / they must

be removed when the tenancy ends. If the shed and / or similar shelters are not removed within 6 weeks of the end of the tenancy, the Parish Council will assume they have a right to take over the ownership, including the contents, if any, without any liability for compensation. All property is left on the allotments entirely at the tenant's own risk and the parish council does not take any responsibility for any loss, damage or theft thereof.

16. Tenants must not cause nuisance to other tenants by depositing garden or household refuse, stones or other rubbish on allotments, in hedges or on paths. Neither must they allow any other person to make similar deposits. Allotments must not be used as a storage area for household or other items.
17. Allotment holders must not cause nuisance to other tenants by spray drifts from weed killers or insecticides.
18. Tenants must not cause nuisance by trespassing on other allotments or by any form of antisocial behaviour.
19. Allotment holders may light bonfires to dispose of their own garden rubbish. In doing so they should give consideration to other tenants working on allotments, and local residents, by avoiding, as far as reasonably possible, any drifting smoke that might cause annoyance to others. Bonfires must not be left unattended.
20. Dogs are not permitted on the allotments.
21. Tenants have an obligation to notify the Parish Clerk if they change their address.
22. Complaints by tenants concerning the allotments or other tenants must be made in writing to the Parish Clerk. The Parish Council at its next scheduled monthly meeting will consider any such complaints and decide on appropriate action.
23. Tenants may vacate their allotments by giving notice to the Parish Clerk by 31<sup>st</sup> January. No refund of rent will be made for early termination. If the Parish Council increases the rent by more than 10% this deadline will be extended to 31<sup>st</sup> March. If notice of termination is not received by the appropriate date, the allotment holder will remain liable for the rent for the forthcoming 12 months.
24. Tenants vacating allotments will be allowed to remove their crops up until 31<sup>st</sup> March. Thereafter they can only be removed with the agreement of the new tenant or where there is no new tenant, by written agreement from the Parish Council.
25. On vacating the plot, the tenant must leave the allotment reasonably free from weeds and rubbish. Failure to do so may leave the tenant liable for the cost in making good the plot.
26. Tenants may arrange for deliveries such as manure to be made via the gate leading from the A40. This gate will be locked as a matter of course and therefore the requirement to use the access must be advised to the Clerk or parish council allotment officer at least two weeks prior to the date of the delivery. The parish council will arrange for the gate to be unlocked for the delivery.
27. Tenants may open gates to allow for the delivery of manure etc but must leave gates securely locked.
28. Tenants must request permission before bringing livestock onto their plot.
29. The Parish Council may make amendments to these rules at any time by giving a minimum of one month's notice to its existing tenants.

**Reference:** Parish Council Meeting 1<sup>st</sup> October 2002 (Item 10)  
**Updated :** Parish Council Meeting 2<sup>nd</sup> June 2009 Item 5 (g)  
**Updated :** Parish Council Meeting 5<sup>th</sup> February 2013 Item 8(a)  
**Updated :** Parish Council Meeting 1<sup>st</sup> April 2014 Item 9(b)  
**Updated :** Parish Council Meeting 6<sup>th</sup> May 2014 Item 10(b)  
**Updated :** Parish Council Meeting 2<sup>nd</sup> July 2019 Item 6(c) 4  
**Updated :** Parish Council Meeting 2<sup>nd</sup> February 2021 Item 10

The term Allotments and Plots have the same meaning as far as these conditions are concerned and apply equally to whole allotments or half allotments.