

## **9. POWER TO INSPECT AN ALLOTMENT**

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 and the tenant shall not frustrate this right.

## **10. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN**

The tenancy may be terminated in accordance with Section 1 of the Allotment Act 1922.

Following the Council notifying the Tenant of a rent increase, the Tenant is entitled to terminate the Tenancy upon giving at least 1 months' written notice. Such notice must expire on 31st March, before the rent increase takes effect.

The tenancy may also be terminated by the Council by re-entry upon them giving one months' written notice:

- a) if the rent is in arrears for not less than 40 days: or
- b) if the tenant not less than 3 months after commencing tenancy is not duly observing the Rules affecting the allotment garden, or any other term or condition of the tenancy.
- c) if the tenant disregards warnings over breeches in Rules or Conditions for the allotment site occupied.
- d) if the tenant moves house outside the District of Ashfield.

The site must be left in good condition free from rubbish and waste. A charge will be made to the departing tenant for the clearance of all waste and rubbish left on the site which has not been cleared. All waste must be disposed of correctly at the proper facilities. It must not be dumped on vacant plots and any such waste disposed of in this way will be treated as fly-tipping and fall under The Environmental Protection Act 1990 where the offender will be prosecuted.

## **11. KEY DEPOSITS**

A key deposit of £6 is required upon issue of the key. Upon termination of a tenancy, the key must be:

1. Returned to the Allotments Team, Northern Depot, Station Road, Sutton in Ashfield, NG17 5HB.
2. In the case of a transfer of tenancy, the key to be passed to the new tenant – no second key will be issued.

## **12. SERVICE OF NOTICES**

Any notice may be served on a tenant either personally, by leaving it at their last known address, by posting it to their last known address or by fixing the notice in some conspicuous position on the allotment garden.

## **ALLOTMENT RULES EFFECTIVE FROM THE 1ST APRIL, 2019**

### **1. INTERPRETATION OF TERMS**

Throughout these rules and conditions, the expression "The Council" shall mean the Ashfield District Council and includes any Committee of the Council or any Officer appointed by the Council for the purpose of Allotment management. All lettings are subject to the Allotments Acts 1908 to 1950 or subsequent legislation relating to Allotments.

### **2. DEFINITION OF PERSONS ELIGIBLE FOR TENANCY**

Any person who, at the time of application to the Council for an allotment garden, is resident in the district shall be eligible to become a tenant of an allotment garden. An individual is not allowed to hold allotments acquired under the above-mentioned Acts, exceeding five acres in total.

### **3. DIVISION OF LAND INTO ALLOTMENT GARDENS**

The Council, before giving notice of their intention to let any land for allotment gardens, shall divide the land, and shall cause a plan to be prepared showing each allotment garden and distinguishing it by a separate number.

### **4. NOTICES TO BE GIVEN FOR LETTING ALLOTMENT GARDENS**

The Council shall give public notice by bills or placards, posted in some conspicuous places in the district setting forth the particulars as to any allotment gardens which they propose to let.

Such notice shall specify the allotment gardens to be let, the rent to be paid for the same, the name and address of the Officer of the Council to whom applications for the renting of an allotment garden is to be sent and the last day for receiving applications.

If any special condition is to apply to any of the allotment gardens, the notice shall specify such conditions or state where copies of the Form of Agreement for letting of such allotment gardens may be seen.

If the tenant is to pay for tenant right or compensation for improvements, this fact and the amount, if then ascertained, shall be stated in the notice.

### **5. RULES OF LETTING**

Every application for an allotment garden shall be made upon the form available from the Environmental Services Section of the Council and shall be sent or delivered to that Department of the Council upon completion.

In the event there are two or more applicants eligible to become tenants who are likely to keep the allotment garden in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment garden or agricultural land (other than a garden of 505 sq. metres or less attached to his/her residence) either from the Council or otherwise. Subject to such preference, the allotment garden shall be let to the applicant from whom a duly completed application form was received first in time.

**All allotment plots are taken on as seen, the Council will not be responsible for the removal or clearing of any waste from the plots.**

## 6. GENERAL LETTING CONDITIONS FOR ALLOTMENT GARDENS

The tenant of an allotment garden shall comply with the following conditions:

- a) To keep the allotment garden clean, in a good state of cultivation (at least two thirds to be cultivated at any given time), in good condition and free of vermin.
- b) Not to cause or allow to be caused, any nuisance or annoyance to any other tenant of any other allotment gardens.
- c) Not to obstruct, narrow or cultivate any path set out by the Council for the use of occupiers of allotment gardens.
- d) Not to sublet, assign or part with the possession of the allotment garden or any part of it without the written consent of the Council.
- e) Not, without the written consent of the Council, prune or cut any timber or trees, or take, sell, or carry away any mineral, gravel, sand, soil or clay. This condition does not apply to the cutting or trimming of the boundary hedges in condition (f).
- f) Shall keep every hedge surrounding the allotment garden, other than the outward facing edges of perimeter hedges of the site, properly cut and trimmed and shall keep all ditches properly cleansed. The tenant shall also maintain in good repair all fences and gates to the allotment garden (with the exception of the main access gates to the site).
- g) Animals or livestock (other than chickens) must not be kept on allotments. No more than 15 chickens are to be kept on any allotment garden. Cockerels are not permitted. Suitable facilities must be provided for the welfare of the chickens and all environmental and animal welfare regulations must be adhered to.
- h) Shall not without the written consent of the Council, erect any building or structure in excess of 2.5 metres in height on the allotment garden. An application for consent must include sketch plans including finished dimensions of height, width, length and the materials to be used for construction must also be identified. Asbestos is a forbidden material and is not to be used. All other materials must be approved before construction can proceed. At the conclusion of the tenancy, the tenant shall either remove the structure entirely or if acceptable to the new tenant(s) assign it to them. The Council will not be a party to any such agreement, but written acceptance of this should be lodged with the Council prior to any new tenancy commencing.
- i) Caravans must not be kept on allotment sites, any caravans currently on sites must be removed within one month of the allotment site holder being notified.
- j) Petrol, oil, fuel, lubricants or other flammable liquids and gas canisters must be stored in accordance with regulations.
- k) The Council is not to be liable for loss or damage, whether by accident, fire, theft or otherwise, to any sheds, greenhouses, structures or the tools and contents therein. Further, the Tenant shall take reasonable care of the contents and shall be liable for any damage caused by them.
- l) Shall not sink a well on any allotment garden.
- m) Shall not plant fruit trees, bushes, or shrubs within six feet of the boundary of the allotment garden nor plant a hedge within nine inches of the boundary and any such hedge shall not exceed 4'6" in height and 1 ft. in width in any event.
- n) Shall not use Barbed or Razor wire for a fence adjoining any Council land including pathways, pavements, or other gardens.

o) Shall not take, or authorise any person to take, a dog onto an allotment garden unless controlled by a leash. Any such person who causes a dog to be taken will be responsible for its conduct in relation to The Dogs (Fouling of Land) Act 1996 or any other current legislation. Also, the tenant shall not keep or kennel any dog on the allotment at any time.

p) Shall not allow any child under the age of 12 years to visit the allotment garden unless accompanied by an adult.

q) Shall not use the allotment garden for the furtherance of any trade, business or profession or use it for the storing of any materials or waste.

r) Shall use DEFRA approved chemicals for home vegetable production/domestic use and ensure that all chemicals are stored in their original containers, in a locked store. After use these containers should also be disposed of in the approved method. Chemicals that have or may have a residual effect or would preclude the land from being used for the cultivation of home produce must not be used or stored on the allotment garden.

s) Shall not interfere with any fixtures or fittings supplied by the Council e.g., gates, locks, water services etc.

### t) Bonfires (Guidance Note)

The Council discourages the lighting of fires for the disposal of allotment waste and promotes a policy of composting, shredding and recycling where applicable. Allotment tenants are advised that bonfires in urban areas may constitute a statutory nuisance to adjoining properties and the co-operation of the tenant is sought. Upon giving written notice to the Tenant, the Council can prohibit the lighting of fires on an allotment garden.

u) Shall not tip debris, arisings or rubbish on any allotment garden. Illegal dumping will result in the prosecution of the offender under The Environmental Protection Act 1990 and/or the immediate termination of the tenancy.

v) Shall report to the Council any person causing or suspected of causing damage to buildings, fences or gates on the allotment gardens or committing any criminal act.

w) Shall, as regard the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.

x) Shall observe and perform any other special condition which the council consider necessary to preserve the allotment garden from deterioration. Notice of any additional special condition is to be given to Tenants in writing.

y) All allotment plots are taken on as seen, the Council will not be responsible for the removal or clearing of any waste from the plots.

## 7. DISPUTES

Disputes between Tenants are referred to the Council and the decision of the council will be binding on all Tenants involved in the dispute.

## 8. PAYMENT OF RENT

The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly in advance by the 1st April each year.