



## ACKWORTH PARISH COUNCIL

### Rules and Regulations for the tenancy of a garden at Brackenhill Allotments

#### Section 1 Tenancy:

1. These rules apply to all tenancies of allotment gardens granted by Ackworth Parish Council.
2. Ackworth Parish Council agree to let the allotment garden identified in the tenancy agreement to the tenant, who will hold it until January 31<sup>st</sup> next at a rent stated by the Parish Council. Tenants shall pay the rent directly to the clerk to the Parish Council. The tenant shall be required to sign an annual tenancy agreement, which includes an acceptance of these rules and an agreement to abide by them.
3. The rent plus water charge is due on the 1<sup>st</sup> February each year.
4. The probationary period for new tenants is 3 months and will not be extended.
5. Tenants changing their address shall notify Ackworth Parish Council in writing. Persons moving out of the Ackworth Parish but remaining within the WMDC boundary and wishing to retain their tenancy may do so at the discretion of Ackworth Parish Council.
6. All applications for allotments must be made in writing to the Clerk to the Parish Council. A list of all applicants will be kept in date order and the administration staff will be totally responsible for the allocation of the gardens. No other body or individual has the right to allocate vacant allotments.
7. Non-residents can become tenants but only if there is no person on the list of applicants who resides within the boundaries of the parish, whether or not the non-resident's application predated that of the resident
8. The tenant shall not transfer or sublet the garden or any part of it without the previous written consent of the Parish Council.
9. Ackworth Parish Council and any tenant has the right to refuse permission of entry to any person unless fully satisfied that the person has a genuine reason for entry.
10. No person or household will be allowed to rent more than one full garden. This does not apply to persons who currently hold the tenancy of two plots.
11. The Parish Council will issue each tenant with a maximum of two keys:
  - a. A £10 deposit is payable on issue of each key and will be refunded when the key is returned.
  - b. Names and addresses must be supplied for additional key holders.
  - c. Keys remain the property of the Parish Council.
  - d. Tenants must not have duplicate keys cut.
  - e. Any tenant who loses the key will have to pay for the cost of the replacement.
  - f. Tenants must close and lock the gates.

12. Each tenant must have Public Liability Insurance. Proof of cover must be provided to the Parish Council.

## **Section 2 Plots – Maintenance & Cultivation**

13. The allotment is primarily for the cultivation of food and must be kept in a proper state of cultivation. If poultry is being kept on a plot, this should take up no more than a quarter of the plot. It is the tenant's responsibility to keep the garden in good order. The tenant must take immediate steps to control or eradicate any disease or pest with which their soil, crops or structures are found to be infested or infected. Notifiable diseases should be reported to Ackworth Parish Council. Gardens will be inspected on a regular basis.

14. The tenant **must not** use any part of their allotment for any trade or business. The tenant shall not dispose of any part of their allotment provided by Ackworth Parish Council, including plants and soil.

15. The tenant shall not allow illegal plants or trees, or plants or trees which the Ackworth Parish Council decides is not normal practice, on an allotment.

16. The tenant shall not use barbed/razor wire.

17. Ackworth Parish Council will not be responsible for the loss of equipment, property, or plants belonging to the tenant due to vandalism or theft.

18. All tenants shall keep all hedges, fences and gates on their Allotment in good repair.

19. Tenants must not bring material onto the allotments that are not used for the purposes of cultivation and maintenance, including, but not limited to; carpets, underlay, linoleum. The Parish Council shall be the final arbiter of what is acceptable.

## **Section 3 – Structures / Storage**

20. A retiring tenant must leave their allotment in a safe condition and must remove any structures that do not comply with rule 23. Any costs associated with the removal of such structures and with making the plot safe will be charged to the retiring tenant.

21. Upon termination of the agreement, existing structures on the site can be left for the new tenant appointed by Ackworth Parish Council, provided that the new tenant agrees and that they comply with the size specified in rule 23. Existing structures not wanted by the new tenant or that exceed the specified size should be removed by the retiring tenant. The cost of removal of any such structures not removed by the retiring tenant will be charged to the retiring tenant.

22. No additional caravans will be allowed on the allotments. Caravans currently on site cannot be replaced with another caravan or moved to another garden. When they are no longer of use, they must be disposed of in accordance with current guidelines for the disposal of caravans. Once taken off site they will not be allowed to return. All caravans currently on site must be painted green. The tenant must remove any caravans when they vacate the plot.

23. All buildings and structures on the garden, including polytunnels, should be of a reasonable size and appearance and will be subject to planning byelaws. Maximum sizes are W3m x L5m x H3m. The maximum number of wood or glass buildings on a plot shall not exceed 2. Tenants may choose from the following three options, shed, greenhouse, polytunnel. Only one structure of each type chosen will be allowed e.g. one shed and one greenhouse, not two sheds. Any tenant wanting to erect any additional structures must seek permission from the Parish Council in writing and including a diagram of the plot

If a tenant wishes to erect a building, they should seek guidance from the Parish Council. It is the responsibility of the tenant to ensure that, prior to any structure being erected, the clerk to Ackworth Parish Council is informed, advice is sought from the planning office and, if necessary, planning permission applied for and obtained. All costs associated with obtaining planning permission and the removal of the structure, if necessary, are the liability of the tenant.

24. The tenant must not store equipment, materials or noxious substances on the allotments which are not used in the cultivation of their plot. The storage of any equipment, materials or noxious substances must meet with the relevant Health and Safety requirements

#### **Section 4: Livestock**

25. No dog or other pet can be kept permanently on site. If a tenant brings a dog onto the allotments it must be kept on a leash whilst on the roadways and under control whilst on their allotment.

26. Tenants must accept the guidelines set out in the Good Poultry Practice guide. Permission should be sought from the Parish Council before keeping poultry on site. The tenant shall not keep any livestock other than poultry, which shall be for the provision of foodstuffs for the consumption of the tenant and their family. Cockerels are strictly forbidden. The Parish Council reserves the right to inspect poultry sheds and to invite inspection by animal welfare organisations if it is deemed necessary. Poultry sheds must be accessible for inspection at any time. If kept locked, then relevant keys must be deposited with the Clerk to the Parish Council.

27. Following the successful completion of a probationary period, new tenants are not permitted to keep poultry until such time that they have shown they can cultivate the plot to an acceptable standard. The Parish Council shall be the final arbiter of what is acceptable.

28. No pigeons are to be kept on the allotments unless agreed by the Parish Council.

#### **Section 5: Inspections**

29. The Tenant shall permit any member of Ackworth Parish Council Working Group to enter and inspect the allotment, sheds and buildings **at any time**. This includes a Fire Officer, Environmental Health Officer or Planning Officer accompanied by a member of the Parish Council.

## **Section 6: Water**

### 30. Use of water:

- a. Hosepipes shall only be used to fill water containers whilst under the supervision of the tenant. No other method of water dispersal is to be used.
- b. Ackworth Parish Council will take water meter readings every month.
- c. Ackworth Parish Council shall reserve the right to withhold the water supply at their discretion.
- d. The water supply may be restricted from the end of September to the end of March

31. All water butts must be covered. Water must only be stored in containers with a child safe lid.

## **Section 7: Fires**

32. Ackworth Parish Council strongly advises that fires should be kept to a minimum and only used in exceptional circumstances. Fires of any description must conform to the instructions supplied by Environmental Health.

In addition:

- a. Tenants shall respect neighbouring gardens and residences
- b. The fire must be kept under constant supervision
- c. Fires must not be lit when the wind is blowing the smoke towards nearby houses or onto the main road
- d. The fire must be extinguished completely by dousing with water when the tenant leaves the garden. It must not be left to smoulder.
- e. Tenants must have a water supply or some other means of extinguishing the fire available before the fire is lit. If the fire becomes out of control the fire brigade must be asked to attend by dialling 999
- f. Plastics, paint, carpets, roof felt, rubber or oil must not be burnt.
- g. Tenants must not bring materials onto the allotments to burn
- h. Ackworth Parish Council accepts no responsibility for any resulting factors that may embarrass them and they will not be responsible for any fires that may result from this activity.

## **Section 8: Disputes and termination of tenancies**

33. The tenant shall not cause or permit any nuisance or obstruction to other tenants or adjoining properties.

34. Any dispute between tenants shall be referred to Ackworth Parish Council in writing. The Parish Council has the authority to evict any tenant if the circumstances are such that they become untenable; their decision is final with no appeal.

35. Any tenant wishing to terminate the agreement shall do so in writing to Ackworth Parish Council.

36. Ackworth Parish Council can consider terminating the agreement if the rent is not paid by 31 March.

37. Any tenant contravening any of the rules will be informed verbally and/or in writing by the Parish Council and may be asked to quit their garden. An Inspection, Appeal and Termination Process is in place.
38. There can be no claim for compensation for loss of any perennial or annual plants due to the termination of an agreement.
39. On the death of a tenant, the tenancy will terminate on the following 31 January unless the allotment is required by the Tenant's husband, wife, civil partner, son or daughter (who must reside within the Parish).