



Ouston Parish Council

OUSTON PARISH COUNCIL - SERVING THE COMMUNITY OF OUSTON

ALLOTMENT TENANCY RULES

1. CULTIVATION AND USE

- 1.1** The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 that is wholly or mainly for the production of vegetables, fruit and flower crops for consumption or enjoyment by the Tenant and his family but **at least 50% of the allotment must be cultivated**. The allotment must **not** be used for any other purpose. **The tenant** shall keep it free from hazards, e.g. broken glass or scrap metal etc. and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

Cultivation (Oxford Dictionary) - The action of cultivating land, or the state of being cultivated: *the cultivation of arable crops*. Break up (soil) in preparation for sowing or planting:

- 1.2** The Tenant may not carry on any trade or business from the Allotment Site.
- 1.3** Tenants must demonstrate a serious and consistent attempt to cultivate their plot and keep it in a decent condition. A new tenant will be granted a plot subject to a 12-month probationary period. During that time and during the course of their tenancy, they must demonstrate a serious and consistent attempt to cultivate the plot and keep it in a decent condition. All Allotments are subject to inspections.

2. WAITING LISTS AND PROHIBITION OF SUBLETTING

- 2.1** The Tenant shall not sublet, assign or part with the possession of the plot or any part thereof. This shall not prohibit another person, authorised by the Tenant, from cultivating the plot as a registered helper.
- 2.2** Any existing Tenant wishing to swap plots will be given preference, providing their current plot is well maintained and vacated in a satisfactory manner. Where more than one Tenant wishes to swap, they will be allocated in strict rotation by date of application. Once the swap is completed the vacant plot will be offered in accordance with 2.3 below.
- 2.3** Only persons aged 18 years or more can apply for a plot. A Waiting List shall be kept by the Clerk to the Parish Council and vacant plots shall be allocated in strict rotation by date of application. Applicants who live in Ouston Parish will get priority. Only one plot per household is usually allowed, unless an existing Tenant applies for a vacant plot when no one else is on the Waiting List.
- 2.4** The Chair of the Allotment Association will be requested to carry out the site meeting with the prospective tenant, but if not available, the Parish Council reserves the right to appoint an agent of their choosing.



Ouston Parish Council

3. CONDUCT AND NUISANCE

- 3.1** The tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 3.2** The tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct themselves appropriately at all times. Such nuisance includes smell, vermin, and noise from livestock, equipment and radio/music devices.
- 3.3** The procedure for dealing with nuisances shall be as follows: -
- If an issue cannot be resolved between individual tenants themselves, it shall be referred to the Parish Clerk. If he/she is unable to resolve the matter, then it be referred to the Parish Council whose ruling shall be final.
- 3.4** Children – the tenant must prevent children playing on the Allotment site in general and must ensure the control and safety of children in their care on their own plots.
- 3.5** The plot may not be used for any illegal or immoral purposes and the tenant must observe all relevant legislation or codes of practice relating to the activities they carry out on their plot.
- 3.6** The tenant and registered helper, may not at any time enter onto another plot without the express permission of the relevant plot holder. The Parish Council must be informed of the other person's name and the relevant form completed. Any helpers must sign a registration form and state the plot number.

4. TREES

- 4.1** The tenant shall not remove any soil from the plot.
- 4.2** The tenant shall not have any trees other than fruiting trees. Trees are to be no higher than 2.4m or 8ft.
- 4.3** Not more than 30% of the plot may be given over to fruit trees/bushes and the tenant must ensure that the areas between and surrounding the trees or bushes are kept weed free.

5. HEDGES AND PATHS AND BOUNDARIES

- 5.1** The tenant shall keep every hedge that forms part of the boundary of his plot properly cut and trimmed to the height of the exterior perimeter fence of the site. All pathways between the plots must be kept trimmed and well maintained up to the nearest half width by each adjoining tenant. Hedges must not encroach over the paths and be no higher than 6ft or 1.8m. Tenants are responsible for the removal of all clippings. All ditches must be properly cleansed and maintained and any other fences and gates and structures on his plot must be kept in good repair.
- 5.2** The tenant shall not use any barbed or razor wire, broken glass or spikes on any part of the allotment.



Ouston Parish Council

5.3 Public paths and haulage ways (main tracks) must be kept clear at all times. Deliveries of manure and other materials must be timed and dealt with so that minimum inconvenience is caused to other tenants. **No property of the tenant should be stacked or kept outside their allotment – no goods to be kept on pathways.**

5.4 The Council will be responsible for the external perimeter fences and gates. No compost or manure heaps or garden waste should be placed against the external perimeter fences.

6. SECURITY

6.1 On receipt of the signed tenancy agreement and appropriate cost, the tenant shall be issued with a key by the Allotment Association to access the Allotment Site either by car or on foot. A deposit must be paid for the key. No replicas are to be made.

6.2 The key is to be used by the tenant only or by an authorised person under Rule 2 above.

6.3 Tenants must ensure that the main gates are locked at all times after they enter and leave the Allotment Site.

7. INSPECTION

7.1 When the Parish Council's Allotments Committee inspects a site with officers of the Association, such inspection shall be held **at a time designated by the Council** and tenants shall be given 7 days' notice of the inspection. Full access must be given by the tenant to the officers at a time stated by the Parish Council. Two officers from the Parish Council who may be accompanied by the Allotment Association will carry out regular inspections. They may enter allotment plots for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock. If a plot is found to not be in compliance with the Allotment Rules, then the tenant will be advised by the Parish Councillors with supporting photos, as to what action is needed on their part to rectify the matter after the inspection. The Parish Clerk will send the tenant a letter giving him formal notice that matter must be rectified within the timescale indicated in the letter, otherwise the Council will consider terminating the tenancy. Any objection to such letters must be made in writing to the Council via the Clerk within 7 days of the receipt.

7.2 When notice of an inspection is posted it is the responsibility of the tenant to make sure they are available or the Plot is left open for the inspection. If this is not possible then a key for access must be left with either a neighbouring tenant or with an association officer. Action may be taken on the tenancy if access is refused, or not possible.

8. WATER AND HOSES

8.1 The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings.

8.2 The tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time to water gardens. Hoses can only be used to fill water butts during the dry months. Any tampering with the water supply, for example to lead an offshoot from the main supply into a garden, will lead to termination of tenancy.



Ouston Parish Council

8.3 Every tenant is expected to have at least one water butt.

9. FIRES

9.1 The Council discourages fires and encourages tenants to compost as much material as possible.

Fires are allowed for the burning of organic materials from the allotment plot only, that is, dried out diseased plants and dried-out organic material that will burn without excessive smoke or hazardous residue. No roofing felt, carpets, household rubbish, plastics, rubber or painted timber. All fires (even if lit in a brazier), must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. Fires must only take place if the smoke is blowing away from the roads and houses. Open fires are only allowed between 1st November and 31st March. At all other times, brazier must be used. This is to control the size of fires. All fires (even if in a brazier) must be fully extinguished before leaving the site. The tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. If smoke nuisance is caused to either fellow tenants or nearby residents, then the tenant will be given one formal written warning by the Council. Any further breach of the rule will lead to termination of tenancy.

9.2 No bonfires are permitted on any Allotment Site.

10. DOGS

10.1 Dogs must not be housed on any allotment plot. The tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash. It should remain on the tenant's plot only, where it may be let off its leash provided that no nuisance is caused to fellow tenants. Any faeces to be removed and disposed of in a proper manner off site by the tenant.

10.2 Measures must be taken to prevent nuisance from dogs barking continuously.

11. LIVESTOCK

11.1 Tenants shall not keep any animals or livestock or insects (including bees) on the plot save rabbits and fowl (which includes hens, ducks and geese) to the extent permitted by Section 12 of the Allotments Act 1950.

11.2 Livestock must not to be kept for trade or business purposes. The allotments legislation allows a small surplus of produce to be sold but breeding to produce a deliberate surplus of produce for trade purposes is not allowed.

11.3 The breeding of any livestock for sale is not allowed.

11.4 All livestock must be kept in accordance with current animal welfare legislation. Any neglect will lead to immediate termination of tenancy and a ban for life from leasing any other allotment garden within the Parish. If there is a livestock welfare issue the Parish Clerk will be notified immediately and will visit the plot with a councillor without notice to the tenant and if necessary, the RSPCA will be immediately involved if deemed appropriate. All Fowl (pigeons, chickens, ducks, geese and any other type of birds) should be registered with DEFRA.



Ouston Parish Council

12. BUILDINGS AND STRUCTURES

12.1 The tenant shall submit to the Parish Council, a plan showing the proposed location, dimension, design, materials and colour of any structure he wishes to erect. Consent shall not be refused for the erection of any building reasonably necessary for the purpose of keeping hens or fowl or for the erection of a garden shed, greenhouse or polytunnels. Any existing Pigeon loft may remain, but no new ones will be permitted. Any planned major refurbishment of existing lofts must be submitted in writing to the Parish Council.

12.2 All structures must be of neat and tidy condition and kept in good repair.

12.3 All buildings, apart from greenhouses and polytunnels, shall be raised a minimum of six inches above ground level so as to discourage the nesting of vermin.

12.4 A gap of at least 2 feet (60cm) shall be left behind any structure on the boundary fence with any private garden abutting the allotment.

12.5 Only rainwater ponds are allowed. They must not be filled or topped up from the taps.

13. RUBBISH, MANURE ETC.

13.1 All waste that cannot be composted shall be removed from the Allotment Site by the tenant.

13.2 The Tenant shall not have any carpets or underlay on the plot.

13.3 The Tenant must not use any part of the plot or any part of the Allotment site as a toilet.

14. CHEMICALS, PESTS, DISEASES AND VERMIN

14.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

14.2 When using any sprays or fertilisers, the tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur. The tenant should select and use the appropriate chemicals as directed.

14.3 The tenant must comply at all times with current regulations and legislation on the use and storage of such sprays and fertiliser.

14.4 Any incidence of vermin (rats) on the Allotment Site must be reported to the visiting Pest Control Operative or the Parish Clerk. The dates for the Pest Controller will be displayed in the Allotment Association noticeboard and tenants must allow access for inspection. Every tenant must endeavour to ensure that their plot is kept free from vermin. Such steps include minimising the storage of materials under or in which vermin can harbour. See also the Rule relating to structures being kept off the ground. Where vermin are found, poisons must be laid by a person competently trained and qualified.



Ouston Parish Council

15. PLOT NUMBERS

15.1 The Tenant must ensure the plot is numbered and visible.

16. CAR PARKING AND VEHICLES ETC.

16.1 Only the tenant or the persons acting for them shall be permitted to bring cars on to the Allotment Site and they must be parked in the designated areas for parking, if such areas exist on the particular site. Drivers must move vehicles when requested. No vehicle of whatever description must obstruct the main gates at any time.

16.2 No caravans, boats, tyres or vehicle parts, must be brought to or stored on the Allotment Site.

17. FIREARMS AND FIREWORKS

17.1 No firearms, including air guns, are allowed on the Allotment Site. No fireworks shall be discharged on the Site. Failure to comply may lead to termination of the tenancy.

18. PUBLIC LIABILITY

18.1 The Council will not be held responsible for loss by accident, fire or theft or damage to or from allotment gardens. The Council will seek compensation for any damage caused by any means by a Tenant to the external perimeter fence.

18.2 Compensation for any damage to the contents of other allotment gardens or to property outside the Allotment Site will have to be settled between the injured party and the tenant responsible for the damage. If a tenant vandalises the property of another tenant, and this occurs outside of the boundary, e.g. a car, as a result of a dispute, the council may wish to take action by terminating the tenancy.

21. ASBESTOS MANAGEMENT

21.1 The Tenant must inform the Parish Clerk immediately of any suspected Asbestos found on any plots. The Parish Council will keep an Asbestos register. We will arrange for a qualified inspection to determine the type of asbestos. The results of this will determine how it is managed. If it is not damaged, not causing a hazard it can be left alone, but must not be disturbed, drilled or worked upon. A sticker will be placed near it to warn every one of the dangers. The only asbestos that can be disposed of by Tenants (or non-specialized contractors on behalf of the Tenant) is concrete asbestos using the bags provided by the Allotment Association. This must be handled and transported as detailed in our guidance document which can be obtained from the Council.

22. LONE WORKING

If you choose to work alone on the Allotment site, you may do so at your own risk.