



# NORTH HORSHAM PARISH COUNCIL

## ALLOTMENT RULES

### 1. APPLICATION AND WAITING LIST

- 1.1 These rules are made under current legislation and apply to all allotment plots when a tenancy agreement is signed.
- 1.2 Anyone over the age of 18 and resident in the parish can apply for an allotment. The tenant must normally live in the parish during the tenancy. The Council maintains a waiting list for allotments at Amberley Close. The list includes the name, address, telephone number and e-mail address of the applicant and the date of application. The information will be held in line with the Parish Council's Data Protection Policy. The Council may decide to close the waiting list if it feels it has sufficient reason to do so. Available allotments are allocated to the person who has been on the waiting list the longest. In the event that the plot is declined, the plot will be offered to the next person on the list and so on. In the event of a plot being declined by any one person on two occasions, that person's name will be removed from the list. There may be an opportunity to re-join the list (if it is open) at the bottom. The tenancy agreement must be signed prior to the allotment being released by the Council.

### 2. OBSERVANCE OF RULES

- 2.1 Tenants must observe and comply with current rules, regulations, and policies and those which the council may make at any time in the future (e.g. statutory law changes or local restrictions – such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices, new tenancy agreements etc.
- 2.2 Tenants must comply with any reasonable or legitimate directions given by an authorised officer of the Parish Council in relation to an allotment.

### 3. ASSIGNMENT AND SUB-LETTING

- 3.1. The tenancy of an allotment is personal to the tenant named in the tenancy agreement.
- 3.2. The tenant may not assign, sub-let, or part with possession or control of all or any part of their allotment.

### 4. RENT

- 4.1. The tenant must pay the invoiced rent within the due date shown on the invoice, usually 14 days.

- 4.2. The rent year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year at the full annual rate.
- 4.3. A tenant may voluntarily relinquish their allotment garden at any time or have their tenancy terminated for breach of the tenancy agreement before year end, but no rent rebate will be payable.
- 4.4. The departing tenant shall remove all stored materials (see 5.3 below) from their plot before end of the tenancy. The council will dispose of any such material not removed by the tenant and the full cost may be charged to the outgoing tenant.
- 4.5. Allotment rent is reviewed annually by the Council for the forthcoming financial year. Rent may be increased at any time, provided the council publishes the increase on noticeboards and on its website [www.northhorsham-pc.gov.uk](http://www.northhorsham-pc.gov.uk). Failure to give notice to any individual tenant will not invalidate the tenant's rent increase.

## **5. CULTIVATION AND USE**

### **5.1. Personal use**

Tenants must use their allotments for their own personal use and must not carry out any business or sell produce from it. Tenants may not use their allotment as a place of residence. Tenants must not sleep on their allotment overnight.

### **5.2. Permitted Use**

The allotment is rented to the tenant for the purpose of the cultivation of fruit, vegetables and flowers for use and consumption by themselves and their family.

### **5.3. Storage of materials within the plot**

Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

### **5.4. Cultivation**

Allotments must be kept tidy and maintained in a good state of cultivation and fertility throughout the year.

### **5.5. Hedges and Trees**

Tenants are responsible for maintaining any hedge on or abutting their plot. Such hedges should be kept to a maximum height of 2 metres (6'6") and the sides shall be trimmed at least once per year. The Council is responsible for site perimeter hedges.

Tenants must not, without the consent of an unauthorised officer, cut or prune trees outside of their own allotment. Tenants must not plant any trees which will exceed a height of 2 metres. Tenants must not allow self-seeded trees to grow on their allotment (especially any that are growing through a perimeter fence).

## **5.6. Weed Control**

It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. If on inspection by the Parish Council or as the result of complaints, a plot with weeds is identified, the tenant will be notified. A further inspection will be carried out no later than 6 weeks later and if there are no improvements in cultivation a notice of termination will be sent.

## **6. WATER, BONFIRES AND OTHER RESTRICTIONS**

### **6.1 Water**

A standpipe for watering facilities is available for use by tenants. The water supply will be turned off in winter to prevent frost damage. The use of sprinklers is prohibited, as is the use of hosepipes. Water butts may be kept on individual plots.

### **6.2 Bonfires**

Bonfires on any plot are prohibited.

### **6.3 Rubbish and Recycling**

Rubbish from external sources may not be deposited on the allotments or any other part of the site.

### **6.4 Recycling**

Tenants are encouraged to recycle material by composting non-diseased vegetative matter for use on the allotment. Tenants must not deposit matter into the hedgerows or perimeter areas of the allotments.

Diseased plants and perennial weeds should be removed from the site by the tenant, for disposal elsewhere.

### **6.5 Removal of soil and similar materials**

Tenants may not remove any material, sand, gravel, earth, or clay from any allotment without written permission from an authorised officer.

### **6.6 Nuisance**

Tenants must not cause or permit to be caused any nuisance or annoyance to other tenants or residents of properties adjoining the site.

North Horsham Parish Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment, bullying or intimidating behaviour. This extends to the conduct of allotment tenants.

### **6.7 Duty of Care (including chemicals, fuel and other hazardous materials)**

Tenants, even when not on site, have a duty of care to everyone including visitors, trespassers and themselves. Particular care should be taken when using strimmers, rotovators and other mechanical or powered equipment.

Care should be taken to avoid creating hazards by the construction of features on the allotment. Ponds are not allowed for safety reasons.

Chemicals, fuels and hazardous materials must be stored in a locked container.

Should herbicides and pesticides be used all safety instructions should be followed. Alternatives should be considered whenever possible.

Obstruction of paths and haulage ways is prohibited.

Tenants may not bring, use, or allow the use of barbed or razor wire on the allotment.

#### **6.8 Illegal or immoral activity**

The allotments and the site may not be used for illegal or anti-social purposes.

### **7. DOGS, ANIMALS AND BEES**

**7.1.** Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times.

**7.2.** Animals, livestock or bees must not be kept on allotments.

### **8. UNAUTHORISED PERSONS**

**8.1** Only the tenant or a person authorised or accompanied by the tenant is allowed on this site.

**8.2.** The authorised officer or other authorised persons may order any unauthorised person on site in the breach of these rules to leave immediately.

### **9. PATHS AND HEADLANDS**

**9.1.** Paths within allotments must be kept free from flowering weeds and rank growth must not exceed 150mm (over 6" high).

**9.2.** Shared paths between two allotments must be maintained and kept cut and clipped up to the nearest half width by each adjoining tenant. Paths must be kept clear of obstruction at all times.

**9.3** Headlands must be maintained by the tenant.

### **10. STRUCTURES**

**10.1.** Tenants wishing to erect a shed or greenhouse on an allotment must have the permission of the Authorised Officer in writing and it is incumbent on the tenant to ascertain if planning permission is required from the Local Authority and obtain it if necessary. Sheds and greenhouses must be anchored down, be temporary structures, no larger than 6' x 6' x 6' (1.83m x 1.83m x 1.83m) and be removed at the end of the tenancy. Sheds and greenhouses must be positioned so as not to shade a neighbour's plot. The Council is not responsible for any items left in sheds or greenhouses. Greenhouses and sheds must not contain any glass for safety reasons.

**10.2.** Tenants wishing to erect a polytunnel must have the permission of the Authorised Officer in writing and it is incumbent on the tenant to ascertain if planning permission is required from the Local Authority. Polytunnels must be temporary structures and of a height that does not cause nuisance to neighbouring plots. There should only be one polytunnel per plot and they must be removed at the end of a tenancy.

**10.3.** Any structure erected as above shall be maintained in safe order with a neat external appearance and condition. If the Council is not satisfied with the state of the structure, the tenant must either repair it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not so removed, the Council may remove it and charge the tenant for the full cost of removal and disposal.

**10.4.** Any structure erected as above shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.

**10.5.** Any structure erected as above must be adequately secured to the ground to prevent uplift.

**10.6** Individual plots must not be fenced.

## **11. PLOT NUMBERS**

**11.1** The allotment number will be identified in such a manner as prescribed by the Council.

## **12. INSPECTION**

**12.1** Any allotment and any structure on it may be inspected by an authorised officer of the Council or the Police at any time and tenants must give whatever access required with or without notice.

## **13. TERMINATION**

**13.1.** The tenancy of the allotment may be terminated **by the Council** by serving on the tenant not less than twelve months' written notice to quit expiring at any time between 29<sup>th</sup> September to 6<sup>th</sup> April inclusive.

**13.2** The Tenant shall on determination of this tenancy by the Council under 13.1 be entitled to compensation only to the extent prescribed by Section 2 of the Allotments Act 1922 and Section 3 of the Allotments Act 1950 but not further or otherwise.

**13.3.** The tenancy may be terminated **by the Council** by service of one month's written notice on the tenant if: -

- (i) the rent is in arrears for more than 40 days (whether formally demanded or not)
- (ii) the tenant is in breach of any of these rules or of their tenancy agreement
- (iii) if the tenant becomes bankrupt. The termination does not prejudice the right of the Council to claim damages for any such breach or to recover any rent already due before the time that the termination was stated
- (iv) the tenant moves out of the parish (subject to review of situation – see 1.2).
- (v) automatically after two months on the death of the named tenant. Contact must be made with the Authorised Officer as soon as possible. The tenancy may be passed to a close family member if they can evidence having worked on the allotment, at the discretion of the Clerk.

- 13.4.** Tenants may voluntarily terminate their agreement (see 4.3 and 4.4).
- 13.5.** On the termination of the tenancy, the tenant shall remove any shed, greenhouse, or other building or structure erected on the allotment unless the Council agrees otherwise and confirms the agreement in writing (see 10.1 and 10.2).

## **14. RESPONSIBILITIES OF THE COUNCIL**

### **14.1 Overheads**

The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged on the allotments.

### **14.2. Administration**

To keep waiting lists, to let plots, to collect rent, to deal with terminations and to enforce the rules of the site.

### **14.3. Repairs and maintenance**

The Council will undertake repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways; vacant plot management; and hedge and tree management. All of which is subject to budget.

### **14.4. Plot Clearance**

The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Council will only carry out this action once the tenant has been informed and a notice of termination sent to them. The tenant will be charged the full cost on each occasion that this occurs

### **14.5. Liability**

The Council is not liable for loss by accident, fire, theft, or damage of any structures (including sheds), tools, plants, or contents on any allotment. Tenants are advised not to store any items of value on the allotment and to insure and mark any items kept at the allotment. Tenants are advised to report any incidents of theft and vandalism to an authorised officer and the police.

## **15. COMMUNICATION**

- 15.1** Any written notice required by the tenancy shall be sufficiently served if sent by e-mail, post or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

## **16. REVIEW**

- 16.1** Subject to any new legislation or changes in case law which require immediate amendment; or any changes in the needs of the Parish Council, the Allotment Rules will be reviewed every 2 years. The next review will be in October 2021.

## TERMS AND INTERPRETATION

<b>Allotment</b>	A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
<b>The Council</b>	North Horsham Parish Council.
<b>Site</b>	The area of allotments grouped together at Amberley Close, Horsham.
<b>Rent</b>	The annual rent payable for the tenancy of an allotment.
<b>Review Notice</b>	Any notice of reviewed change.
<b>Tenant</b>	A person who holds an agreement for the tenancy of an allotment.
<b>Tenancy Agreement</b>	A legally binding written document which records the terms and conditions of letting of a particular allotment to an individual tenant.
<b>Haulage Way</b>	A common route within the site for vehicular and pedestrian access to allotments.
<b>Headland</b>	The area of land between an allotment plot and any haulage way or perimeter fence.
<b>Authorised Officer</b>	The Parish Clerk or Deputy Clerk to North Horsham Parish Council.
<b>Cultivation</b>	Keeping the plot in good productive order by the maintenance and improvement of soil, the control and prevention of flowering weeds and the planting and maintenance of ornamental plants and herb, flower, fruit and vegetable crops.
<b>Paths</b>	Dividing paths between allotments.