

Mistley Parish Council Allotment Rules and Regulations

MISTLEY PARISH COUNCIL ALLOTMENTS ACTS 1908 - 1950

ALLOTMENT RULES AND REGULATIONS

(Made under S28 Small Holdings and Allotment Act 1908)

Definition of Terms

“The Council” means Mistley Parish Council and includes any committee of the Council or any Officer appointed by the Council under the Allotments Acts 1908 -1950.

“Allotment Garden /plot” means the area of land used or the cultivation of fruit, flowers and vegetables which is let to the tenant.

“Allotment Rules” means these rules approved by Mistley Parish Council.

“Self managed allotment association” means an Allotment Association (a formally constituted democratic organisation) which manages a Site on behalf of the Council, or which works in partnership with the Council to maintain a site. In this case MALGA (Mistley Allotment and Gardeners Association).

“A good horticultural state of Cultivation” means the maintenance of the productive area of the allotment garden/plot by digging using a spade, fork, hoe, and trowel or using a mechanical cultivator to keep the productive area in a weed free condition all year round or not to allow weeds to grow together to develop into a lawn and not to allow any weeds to develop to flower and set seed. Cultivation also means to grow and maintain all plants and crops of vegetables, fruit, herbs, and flowers in a healthy and pest free condition and to maximise produce growing on the productive part of the plot which can be achieved all year round and will take an allowance of regular weekly allotment tenant’s time per week to achieve this.

“Dwarf Root Stock” means Tree, bush or shrub or crop which requires more than 12 months to mature.

“Rent” means the annual rent payable for the Tenancy of an Allotment Garden/plot and all amenities provided with it.

“Site” means the entire area of land owned by the Council comprising of allotment gardens/plots, footways, fencing, gating, water supplies and buildings.

“Statutory Allotments” means parcels of land acquired or appropriated by the local authority specifically for use as allotments.

“Tenancy Agreement” means the document in the form approved by the Council, confirming the letting of an Allotment Garden/plot to a Tenant.

“Tenancy” means the letting of an Allotment Garden/plot to a Tenant.

“Tenant” means a person who holds a tenancy of an Allotment Garden/plot.

“Assign” includes to give, share or transfer.

“Committee” means a democratically elected body from an association membership who runs the site on behalf of the membership and the Council.

“Improvement required under Notice to Improve” means the tenant undertaking improvement works on their allotment garden plot in line with the written improvement notice served on the tenant in line with the inspection checklist used to undertake the inspection.

1. Application

1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotment Gardens/plots when the new tenancy agreements are signed.

1.2 The Council maintains a database for all allotment gardens / plots under its administration. Applicants are selected from a waiting list on a first come, first served basis, preventing any undue preferences. Your gender, age, race, cultural background, sexual orientation, religion or health is not barrier to you renting an allotment garden / plot.

- 1.3 The Parish Clerk manages the allotments sites administration on behalf of the Council in line with clause 1.2 above. MALGA assists the Council with the management of the external allotment sites.
- 1.4 The Council is not obliged to accept as a tenant a person whom it considers is unlikely to observe the tenancy agreement and rules.
- 1.5 All who take up an allotment tenancy are encouraged to join MALGA - the allotment association and pay the nominal membership dues to MALGA.

2. Tenancies and Vacant Allotments

2.1 All Tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement. The tenancy of an allotment garden / plot will be normally in the name of one Tenant but it can be held in the names of up to two Tenants but this counts as one Agreement.

2.2 Sub-letting of Tenancies is not permitted. All responsibility remains with the tenant who has signed the allotment tenancy agreement. Likewise, it is generally expected that the tenant is the main person present on the Allotment garden / plot and if this is proven not to be the case then this will be a form of subletting which is not permitted. However, one or two family members can assist the Tenant with the plot.

- 2.3 Vacant Allotment Garden/plots on a site must be offered by the Council to applicants on the waiting list for that site only and must be offered to the person at the top of the waiting list. Records of waiting lists are maintained and updated by the Council's Parish Clerk.
- 2.4 Tenants must reside within the Village of Mistley and are able to add their name to one waiting list on their chosen allotment site. Should a tenant move outside of Mistley, then they will be served 12 months notice of tenancy termination as they are no longer a resident of the Village. The Council will consider each case individually. Where a person is under the age of 18 years then the tenancy agreement will be signed by the parent or guardian on behalf of the allotment tenant.

3. Assignment

3.1 The Tenancy of an Allotment Garden/plot is personal to the Tenant. Tenants may not assign, underlet or part with possession of all or part of their Allotment Garden / plot (including any shed/greenhouse).

4. Rent

- 4.1 Rent, including water charges is due at the commencement of the Tenancy and thereafter normally on 1st April or the month when the Tenancy commenced.
- 4.2 Rent will be set in line with the annual review of the Council's fees and charges.
- 4.3 The Parish Clerk will email/write the Tenants and payments will be made by bank transfer by tenants to the Council's bank account within the deadline date in the invoice.
- 4.4 The Council shall be at liberty at any time to vary the yearly rent hereinbefore reserved by giving to the Tenant notice in writing/via email of their intention so to do, such notice shall be displayed within the Council's website. The Parish Clerk will notify tenants of rent variations. The notice shall

specify the revised rent and the date (not being less than one calendar month from the date on which the notice shall have been served on the Tenant) on which such revised rental is to take effect.

5. Cultivation and Use of Allotment Gardens

- 5.1 Tenants must use the Allotment Garden / plot for their own personal use and must not carry out any business or sell produce grown from their Allotment Garden/ plot.
- 5.2 The Tenants Allotment Garden / plot must be kept safe and maintained in a good horticultural state of cultivation, fertile and productive condition. For new tenants – the plot should be neat and tidy within 6 months of the tenancy commencing. All weeds and grasses must be eradicated at seedling stage and not allowed to grow and set.
- 5.3 Where a Tenant fails, as detailed within this allotment tenancy agreement, to maintain the accepted manner or standard of cultivation, in line with the inspection checklist criteria, the Council's Parish Clerk will serve on the tenant a "Notice to Improve" allowing the tenant 21 days for improvement. On the 22nd day a second letter will be raised reminding the allotment holder that the tenant has a '**final**' seven days and that an inspection will be undertaken after the 28th day. Should the allotment garden / plot then fail the re-inspection after the 28th day then a 'Notice for Termination of Agreement' will be issued. Where a tenant has been served with a "Notice to Improve" on two occasions then a further repeat will automatically result in a termination of the tenancy.
- 5.4 On termination of the tenancy, the plot must be left in a clean, litter and waste free condition suitable for immediate re-letting. If the Council has to carry out works in order to re-let the plot due to the condition it has been left in, the tenant must reimburse the Council for reasonable costs.
- 5.5 Tenants must not cut or prune any trees which are not their responsibility. This does not affect the routine pruning of the Tenant's own trees and bushes on their own Allotment Garden / plot.
- 5.6 The Council reserves the right to remove from any Allotment site any tree, bush or shrub which interferes with the use of any other allotment garden / plot, in the event of that the tenant fails to remove the problem having been given 28 days written notice.
- 5.7 Allotment Rules will be reviewed annually, and any amendments will also be binding and effective immediately. The Council will inform Tenants in writing of any changes.
- 5.8 Tenants must comply with all directions given by an Officer of the Council or any directions with regard to the content of these rules and the tenancy agreement.
- 5.9 Tenants must leave a minimum gap of one metre between the rear of their allotment garden / plot and any adjoining boundary fence and hedgerow to allow access for maintenance.
- 5.10 Tenants are not to cause damage to other Tenant's property or crops, nor to the infrastructure of the site e.g. paths, fences, gates, padlocks, water supply.
- 5.11 Tenants are required to close/lock the entrance / egress gates after they enter and leave the site. Any locks and chains are not to be tampered with or removed from the gates. It is each allotment tenant's responsibility to inform the appropriate Council Officer of any issues relating to the locks for gates.

5.12 Access to an individual's allotment garden / plot must be between sunrise and sunset.

6 Hoses, Bonfires, Rubbish, Chemical use, and Other Restrictions

- 6.1 Sprinklers are not allowed. Tenants must take every precaution to prevent contamination of water supplies. Hosepipes must be disconnected from any standpipe when not in use to prevent back siphoning of contaminated water into the mains water supply. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence. Mains water supply will be turned off during winter months. (between November and March). Water authority regulations will apply at their discretion. The washing of tools etc is prohibited. Water stored in butts must be rainfall catchment and not mains water supply. Tenants are expected to use water sparingly and responsibly.
- 6.2 Bonfires of any description are not allowed. All unwanted material generated by the Tenant which cannot be composted must be removed off the allotment site altogether by the allotment Tenant and at the allotment Tenants own cost. There is no storage facility allowed for any unwanted materials on an allotment site or allotment garden/plot. Tenants may wish to purchase or hire a shredder for green water. Some green matter can be composted. Brambles and similar can be taken to the local household recycling centre by the tenants.
- 6.3 Carpet, underlay, plastic sheeting, vehicle haulage sheeting, tyres and asbestos shall not be used on any allotment garden / plot or site to cover ground. Approved coverings are only allowed where they are covering a compost heap or stored manure within the allotment garden / plot boundary. Black weed matting is permissible.
- 6.4 Rubbish, refuse, household items or decaying matter (except for manure, compost or woodchip required for cultivation or mulching) must not be deposited or stored on any allotment garden / plot or site by the Tenant or by anyone else with the Tenant's permission. Tenants are to compost or reuse all matter arising from the cultivation of their allotment plot. Any matter which is not compostable or reusable by the Tenant on their own allotment garden / plot must be removed from the site by the allotment Tenant.
- 6.5 Tenants of allotment garden / plots must not deposit any matter in any hedgerows, ditches, or water courses at any location. The tenant is expected to compost all waste material generated on their own allotment garden / plot.
- 6.6 Tenants must not import or remove any mineral, gravel, sand, earth, or clay to or from the Site unless they have written permission to do so from the Council. Tenants who unearth any artefacts from the ground shall declare these to the Council's Clerk for safe removal and disposal.
- 6.7 Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden / plot and must comply with Rules 14.1 -14.3
- 6.8 The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotment Garden / plot and allotment site.
- 6.9 Where the Council's title to an allotment site requires certain conditions to be observed, all Tenants on that allotment site must observe those conditions. e.g registered covenants on title of the land and rules that apply to conservation areas.

6.10 The Tenant shall not park a vehicle anywhere on the Site other than within defined parking areas and must not park any trailer, caravan, horse box or similar vehicles on the site or near to it at all. There must be no overnight parking anywhere on the site or near the site and tenants must not park outside entrance gates to the site which causes an obstruction to access and egress and the public highway.

6.11 The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

6.12 No weapons or animal traps of any description are permitted on the Site.

6.13 When applying manufactured fertilisers or products used to control pests, unwanted plant species or disease, the tenant of the allotment plot must:

- a) take all reasonable care to ensure that adjoining hedges, trees, and crops are not affected, and must make good or replant as necessary should any damage occur,
- b) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to other tenants, visitors, members of the public and any wildlife of any description,
- c) comply with current regulations.

6.15 Only if the prior written consent to and from the Council can any tenant plant any fruit trees regarded as permanent planting unless on dwarf rootstocks. Trees are not to cast shadow over neighbouring plots or resident's gardens and can be removed at any time at the discretion of the Council. Total combined area of all fruit trees crown spread must not exceed 33% of total plot area unless previously existing.

6.16 Tenants shall not obstruct or encroach by cultivation or construction on any path set out by the Council for the use of the occupiers of the allotment site.

6.17 Tenants have a duty of care to others on the allotment site. This includes visitors, trespassers, other tenants, themselves and family members and wildlife. This is particularly relevant in relation to; the timing and usage of mechanical equipment i.e. strimmers and rotovators and the means to power them such as petrol. The prevention of obstruction of paths and construction of any features on the site, Safe application and storage of pesticides and fertilisers, where manufacturers recommended application and storage methods, rates and precautions must be adhered to and containers properly labelled and disposed of safely off the allotment site.

6.18 All incidences of rodent infestation to be reported immediately to the Council.

7. Dogs, Animals and Bees

7.1 Only dog assistance dogs can be brought onto the Site must be kept on a lead and under strict control at all times. The tenant must ensure that any dog faeces is removed off site forthwith.

7.2 Animals or livestock must not be kept at the Allotment Garden/plot.

7.3 Hens or rabbits must not be kept at the Allotment Garden/plot.

7.4 The keeping of poultry (including cockerels) is not permitted.

7.5 Beehives are not allowed on the Allotment Garden / plot.

<https://www.gov.uk/government/news/400-teachers-for-amateur-beekeepers>

8 Unauthorised Persons

8.1 Only the Tenant, or person/s authorised or accompanied by the Tenant are allowed on the Site except for invitations to events i.e. open days arranged by the Council or Allotment Associations. Access is not permitted to any allotment garden / plot other than let to the Tenant.

8.2 The Council may order any person unlawfully allowed on to the Site in breach of these rules to leave immediately.

8.3 The Council may take action for breach of their Tenancy Agreement against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the Site.

8.4 Any gate keys or codes are not to be reproduced and distributed to any other persons other than the tenant and must be obtained from the Council only. For any keys, £20 deposit will be required for each key provided which will be reimbursed when each key is returned to the Council. This will be dealt with by the Parish Council and not MALGA.

8.5 No third party company or individual paid or unpaid can cultivate an allotment garden / plot on behalf and under the instruction of the allotment garden / plot tenant.

9. Paths

9.1 Paths between two Allotment Gardens / plots must be a minimum of 500mm in width where possible and must be kept trimmed and free from weeds up to the nearest half width by each adjoining Tenant.

9.2 All site paths and Tenant's allotment garden / plot paths must be kept clear of obstructions at all times.

9.3 The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of themselves and others.

9.4 Allotment garden / plot tenants are responsible for maintaining the front of their allotment garden / plot in a safe, clean, and maintained condition which is free from weeds.

10. Sheds, Buildings and Structures

10.1 No buildings, walls or permanent structures may be put on the Allotment Garden / plot by Tenants without first writing to and obtaining written permission from the Council. The request to erect such a structure must have a description of materials to be used and dimensions shown and size restrictions do apply. Any structure erected without written permission from the Council will need to be dismantled by the Tenant at the tenants own expense until written permission is obtained.

10.2 Any shed / store, greenhouse or polytunnel must meet the following maximum size allowances:- for a greenhouse or polytunnel 10 foot long x 8 feet wide by 8 foot high; for a shed or store is 6 foot long x 4 foot wide. There is a restriction that only one shed or store and one greenhouse or polytunnel is allowed per allotment garden / plot.

10.3 Any shed, greenhouse or polytunnel or other structure which the Council approves on the Allotment Garden / plot must be built to the suppliers recommended standards of construction and be fit for purpose, maintained in a good state of repair and condition to the satisfaction of the Council. Such structures must have guttering connected to a securely lidded water container (e.g. water butt / barrel). Should the tenant fail to maintain any structure to the correct maintenance standards then the Council will instruct that the Tenant dismantles the structure and that it is taken off site at the Tenants own expense. Should the tenant fail to undertake such removal then the Council will undertake this and will seek to recover the costs incurred from the tenant.

10.4 Approved structures should be sited to an agreed location on the allotment garden / plot or as directed by the Council. No permanent footings or bases can be constructed.

10.5 Barbed wire or razor wire must not be used on any part of an individual's allotment garden / plot. Corrugated tin is not permissible.

10.6 No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site. All pesticides must comply with the Food and Environmental Protection Act 1985 and are to be used in accordance with manufacturer's recommendations. The storing of materials other than for direct and prompt use on the allotment garden / plot is prohibited. All such materials must be stored in a safe manner. (e.g. glass for cloches) and must not be allowed to be a hazard or nuisance to others.

10.7 Petrol, oil, fuel, lubricants, gases, or other inflammable liquids are to be stored safely, in small quantities and in recommended locked safe containers.

10.8 The Council is not to be liable for loss by accident, fire, theft or damage of any allotment shed or store or vehicles brought onto the site or tools or contents left in any allotment shed or store or vehicles parked near the sites/

10.9 On termination of any allotment tenancy where the allotment holder can prove that they have provided an allotment shed or store or greenhouse then they are entitled to remove it off the allotment plot and off the allotment site.

Should any structure remain on the allotment plot after ten days following the date of termination of the tenancy then all such property shall be deemed to have been abandoned and shall at the option of the Council be treated as forfeit to and property of the Council or shall be removed by the Council at the expense of the Tenant whereupon the amount of such expense shall become a debt due from the Tenant to the Council.

11. Advertisements

11.1 Tenants may not display any personal or commercial advertising on any part of the allotment site.

12. Inspection

12.1 The Allotment garden / plot (and any structure on it) may be entered and inspected by an Officer or member of the Council /or its agent or the Police at any time and the Tenant must give whatever access they require with or without notice.

13. Disputes

13.1 Disputes between Tenants which cannot be resolved on site will need to be referred to the Council via the Parish Clerk. The written decision of the Council will be binding on all the Tenants involved in the dispute.

14. Harassment

14.1 Mistley Parish Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment Tenants (also see Allotment Rule 6.8)

14.2 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct. All Tenants are expected to comply with the Council's policies in respect of harassment and discrimination.

14.3 Complaints about harassment are to be referred to the Council through its Parish Clerk. The Council will endeavour to protect Tenants against victimisation for making or being involved in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

15. Termination

15.1 The Council may terminate Allotment garden / plot tenancies in any of the following ways:

- a) twelve months written Notice to Quit expiring at any time between 29th September to 6th April inclusive; or
- b) three months written Notice to Quit if the site or the Allotment Garden/plot is required for any of the purposes specified in sections 1(1) (b)-(d) inclusive of the Allotments act 1922 (as amended);
- c) by re-entry by the Council at any time after giving one month's written Notice to Quit if:-
 - i) Rent is in arrears for 40 days or more (whether formally demanded or not), or
 - ii) the Tenant is in breach of the Tenancy Agreement or these Allotment Rules;
- d) automatically three months following the death of the Tenant. Item 2.3 applies. Contact must be made with the Council's Parish Clerk for an explanation of and to arrange this if it is required.
- e) if the Council receives a valid request to terminate a tenancy agreement which is upheld.
- f) by the termination of the title or right of occupation of the Council to the said land.
- g) by re-entry by the Council after three months previous notice in writing to the tenant on account of the said land being required for building, or any other industrial purpose of for roads or sewers necessary in connection with any of these purposes

15.2 Tenants may terminate Allotment Garden Tenancies by giving the Council one month's notice in writing via the Parish Clerk.

15.3 Compensation may be payable to the tenant and claimable from the tenant in specific circumstances as set out in Allotment Acts 1908 – 1950

16. Change of Address and Notice

16.1 Tenants must immediately inform the Council in writing/via email of any change of a tenant's personal address.

16.2 Notices to be served by the Council on the Tenant may be:

- a) Affixed on the Allotment Garden / plot, or
- b) Sent to the Tenant's address in the Tenancy Agreement by first class post, registered letter, recorded delivery or hand delivered or
- c) Served on the Tenant personally.

16.3 Notices served under sub-paragraph 2 above will be treated as properly served even if not received.

16.4 Notices to be given to the Council should be sent to:- The Parish Clerk, Mistley Parish Council, 29 Castle Road, Hadleigh, Suffolk, IP7 6JP.

17 Insurance

17.1 The Council will only insure certain parts of the allotment site including gating, perimeter fencing, main site footway, and water supply. Each tenant needs to insure their own allotment garden / plot that they are the tenant of for a minimum of third party liability cover which can be arranged as a group policy through each appropriate site Allotment Association like MALGA. The Council do not provide any insurance cover for an individual's allotment garden / plot.

Contact Details

Susan Clements – Parish Clerk

Tel. 07982 507584

Email – clerk@mistleyparishcouncil.gov.uk

Website – <https://www.mistleyparishcouncil.gov.uk>

Mistley Parish Council

29 Castle Road

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The Council fully complies with the GDPR 2018 (General Data Protection Regulation). Please refer to the Council's Privacy Statement.