



## **HECKINGTON PARISH COUNCIL ALLOTMENT RULES & REGULATIONS**

### **1. Interpretation**

- 1.1 Where the Tenant is more than one person (maximum of two), the obligations and liabilities will be joint.

### **2. Rates and Taxes**

- 2.1 The Council shall pay all rates, taxes and duties, or other assessments which may at any time be levied or charged upon the Allotment site.

### **3. Cultivation and Use**

- 3.1 The Tenant shall use the Allotment Garden for the cultivation of fruit, vegetables and flowers for the consumption or enjoyment of his/her/their family/friends, and for no other purpose.
- 3.2 The Tenant shall not sell or undertake any business in respect of the cultivation and production of fruit, vegetables, and flowers from the Allotment site, except for the purposes of raising funds for the Allotment Association of other charitable organisation.
- 3.3 The Allotment Garden shall be kept clean and tidy, clear of weeds and in a state of good cultivation.
- 3.4 The Tenant shall keep the Allotment Garden free from hazards including broken glass or scrap metal.
- 3.5 The Tenant shall be responsible for the removal of ragwort and other noxious plants in a timely manner to prevent the spread of seed.
- 3.6 The direct use of hose pipes/sprinklers on growing areas by connecting to the mains water supply is not permitted.

### **4. Inspections**

- 4.1 The Parish Council or duly appointed officer shall conduct inspections of the Allotment Gardens every 60-days. Wherever possible, advance notice of full site inspections will be advertised on the Allotment Association Facebook page and noticeboard. Full access must be given by the Tenant to the Officer of the Council during such an inspection.
- 4.2 If an Allotment Garden is found to be in unsatisfactory condition, a warning will be issued to the Tenant. The Tenant will be expected to address the issues raised within 30-days.
- 4.2.1 If at the next periodic inspection, the Allotment Garden is still considered to be in an unsatisfactory condition, a second warning will be issued to the Tenant. The Tenant will be expected to address the issues raised within the next 30-days.
- 4.2.2 If at the next periodic inspection (6-months) the Allotment Garden remains in an unsatisfactory condition, the Tenant will be given notice to vacate the Allotment Garden within 30-days unless there are extenuating circumstances which are acceptable to the Parish Council. Point 6.2 below, may be enforced.
- 4.3 If the Tenant is unable to maintain their plot for any reason, they are asked to communicate the fact to the Parish Council Clerk. The Parish Council may be able to offer short term assistance.

## **5. Conduct**

- 5.1 The Tenant must comply with the conditions of use of the Allotment Garden in Schedule 1.
- 5.2 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other Tenant or neighbouring resident of the Allotment Site and must always conduct themselves appropriately.
- 5.3 Tenants shall be expected to report any incidents of physical, verbal, mental abuse, vandalism or theft, either witnessed or experienced, directly to the Police and then to Heckington Parish Council. The parish council takes report of theft seriously and anyone found guilty of theft will be asked to vacate their plot immediately.
- 5.4 The Tenant shall not enter onto any other Allotment Garden at any time without the express permission of the relevant Tenant. These rules apply to any person who accompanies the Tenant. The Tenant accepts responsibility for the actions of children, other persons and dogs entering the Allotment Site with his/her/their permission.
- 5.6 The Tenant shall not sublet the Allotment Garden under any circumstances. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday. The Council is to be informed of the other person's name and contact details in such circumstances.
- 5.7 The Tenant shall observe the 5mph speed limit in place on the Allotment Site.

## **6. Termination of Tenancy**

- 6.1 The tenancy of the Allotment Garden shall terminate:
  - 6.1.1 Automatically 30 days after the death of the Tenant unless a surrender is signed by the named next of kin.
  - 6.1.2 By either the Council or Tenant giving at least 30 days' notice in writing.
  - 6.1.3 If the rent is in arrears for more than 40-days from the Allotment Tenancy Agreement payment date (31 October 2024).
  - 6.1.4 If the Tenant is not duly observing the conditions of this tenancy.
- 6.2 In the event of termination of the tenancy, the Tenant shall return to the Council any property made available to him/her/them during the Tenancy and shall leave the Allotment Garden in a tidy condition. Failure to comply with this standard may result in a fine of up to £100 in accordance with Section 4 of the Allotments Act 1950 and as agreed on page 2 of this contract.

## **7. Notices**

- 7.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by post. A notice will be sent by email where the Tenant has supplied the Council with an email address. The Council will endeavour to obtain a delivery receipt for all notices sent by email.
- 7.2 Any notice served on the Tenant will be delivered at or sent to his/her/their last known address.
- 7.3 Any notice sent by post is to be treated as having been served on the third working day after posting whether it is received or not.
- 7.4 A notice sent by email is to be treated as served on the date on which it is sent or the next working day where the email is sent after 5pm or on a Saturday or Sunday, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

## **Schedule 1**

### **1. Trees**

- 1.1 The Tenant may plant up to five trees that are not expected to grow taller than 2.5 metres in height.
- 1.2 The Tenant shall plant trees at least 2.5 metres from the Allotment Garden boundary.
- 1.3 The Tenant must obtain the written permission of the Council plant more than five trees.

### **2. Boundaries & Paths**

- 2.1 The Tenant shall not plant any shrub, hedge or bush to form the plot boundary.
- 2.2 Fences shall be no higher than 4ft (121.92 cm).
- 2.3 The Tenant shall not use any glass, spikes, barbed or razor wire, or any material likely to cause injury as part of the boundary of the Allotment Garden.
- 2.4 The Tenant shall not use solid materials such as old doors and corrugated iron to create the Allotment Garden boundary. Post and wire fencing shall be used.
- 2.5 The Tenant must keep in good repair any fences and gates forming part of their Allotment Garden to the satisfaction of the Parish Council.
- 2.6 The Tenant shall always keep paths and walkways clear and tidy.
- 2.7 The Tenant must not obstruct or permit the obstruction of any of the paths or road which provide means of access to and from the Allotment Garden or the Allotment Garden of another Tenant.

### **3. Buildings & Greenhouses**

- 3.1 From 1 October 2024 any new buildings or greenhouses must be glass free.
- 3.2 3.1 does not apply to any existing buildings and greenhouses on the Allotment Site prior to 1 October 2024.
  - 3.2.1 Broken glass panes of existing structure must, however, be replaced with glass substitutes such as polycarbonate or Perspex.
  - 3.2.2 Any broken or shattered glass must be safely removed by the Tenant and disposed of safely so as not to cause harm to the Tenant or any other Tenants on site.
- 3.3 The Tenant shall keep buildings and greenhouses in good repair to the satisfaction of the Council.
- 3.3 Buildings or structures shall not take up more than 25% of the plot size.
- 3.4 Buildings or structures shall not be permanent, and the use of cement or other similar materials are strictly prohibited.
- 3.5 Buildings or structures shall be no higher than 10ft.

### **4. Security**

- 4.1 The Tenant shall be issued a key to the Allotment Site.
  - 4.1.1 No replicas are to be made.
  - 4.1.2 The key is to be used by the Tenant only or by a duly authorised person identified in conduct 5.6 above.
  - 4.1.3 If the Tenant loses his/her/their key, the Tenant accepts responsibility for the cost of a replacement key.
- 4.2 The Allotment Site access gate shall be closed and always locked.
- 4.3 The Council will not be held responsible for loss by accident, fire, theft, or damage from the Allotment Garden.

### **5. Livestock**

- 5.1 Except with the prior written permission of the Council, the Tenant shall not keep any animals or livestock on the Allotment Garden, save bees, rabbits and up to six chickens/ducks. All animals must be registered with the Parish Council.
- 5.1.1 Current Allotment Garden Tenants may retain their current number of chickens/ducks but may not replace the number if lost through ill health or death.
- 5.2 Tenants shall keep their livestock in sanitary living conditions which are well maintained. Livestock must be well fed, watered and in a healthy condition. Any livestock found in unsanitary conditions will be reported directly and immediately to the RSPCA.
- 5.3 Livestock shall not cause nuisance to other Tenants or residents of neighbouring properties.
- 5.4 An application to keep pigeons must be submitted to the Parish Council. No more than three Allotment Gardens will be allocated for pigeons at any one time. The Parish Council reserves the right to not give consent in regard to keeping pigeons.
- 5.5 The Tenant must provide additional emergency contact details if they keep animals of livestock on the Allotment Garden.
- 5.6 From 1 October 2024, all tenants shall be expected to register their poultry in accordance with government guidelines. Details can be obtained from the Clerk. Proof of registration must be supplied by 30 November 2024 at the latest.

## **6. Dogs**

- 6.1 The Tenant shall not bring a dog onto the Allotment Site unless it is leashed and remains with the Tenant on the Tenant's Allotment Garden only.
- 6.2 Dog foul is to be picked up and disposed of immediately.
- 6.3 Any reports of dog fouling will lead to a ban of offending dogs on the Allotment Site and may lead to a blanket ban on the Allotment Site.

## **7. Fire**

- 7.1 Tenants may light fires on their Allotment Garden only for the burning of organic materials from the Allotment Garden. It is strictly forbidden to burn hazardous material. These should be disposed of, off site, safely by the tenant.
- 7.2 Fires must be kept under control and attended at all times and must not cause nuisance to other Tenants or neighbouring residents.
- 7.3 Tenants shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.
- 7.4 Fires must be completely extinguished before the tenant leaves the site.

## **8. General**

- 8.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes surrounding the allotment.
- 8.2 Non compostable waste including hazardous materials shall be removed from the Allotment site by the Tenant.
- 8.3 Oil, fuel, lubricants and other flammable liquids shall not be stored in any shed, except in an approved container with a maximum capacity of 5 litres, for use with garden equipment only.
- 8.4 Proprietary portable camping stoves are permitted for the Tenant to make warm beverages. When not in use, gas cannisters are to be safely stored away from any fire hazard/risk. The maximum size gas contained permitted is 5kg.
- 8.5 Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked so as not to obstruct the paths and accessways at any time. Due consideration to allow access for emergency services must be adhered to at all times.

- 8.6 All Tenants are responsible for their own safety and for the safe keeping of their own personal possessions. Tenants bringing family or friends onto the allotment garden are responsible for their safety and must ensure that they observe the rules contained herein.
- 8.7 Written consent must be obtained for holes, excavations or ponds dug for the collection of rainwater.
- 8.7.1 Existing holes, excavations, or ponds are permitted but must meet health and safety standards i.e signage and safety barriers.
- 8.7.2 Existing holes, excavations, or ponds must be infilled upon termination of lease.
- 8.7.3 The Tenant accepts full liability for holes, excavations or ponds.

## **9. Chemicals, Pests, Diseases and Vermin**

- 9.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, disease or vegetation.
- 9.2 When using a sprays or fertilisers, the Tenant must
- 9.2.1 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, and
- 9.2.2. So far as possible select and use chemical, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
- 9.2.3 Comply at all times with current regulations on the use of such sprays, chemicals and fertiliser.
- 9.3 The use and storage of chemicals must be in compliance with all relevant legislation.
- 9.4 Any incidence of vermin or rats on the site should be reported to the Council.

## **10. Children on Allotment Gardens**

- 10.1 Children are welcome on allotments; however, they must be accompanied by the Tenant at all times.

## **11. Insurances**

- 11.1 Tenants must ensure that appropriate insurances are in place in respect of public liability and personal injury whilst on their plots. The Allotment Association can offer coverage at a nominal cost per annum. The Parish Council accepts no responsible for loss or injury sustained on the Allotment Gardens.