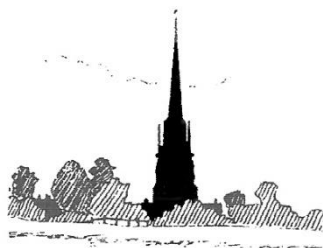


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**MIDDLETON
CHENEY
Parish Council**

**RULES AND REGULATIONS FOR THE MANAGEMENT
OF PARISH-OWNED ALLOTMENTS**

Middleton Cheney Parish Council
Parish Meeting Room
Main Road
Middleton Cheney
OX17 2LR

1.0	Tenancy	3
2.0	Notices and Changes of details	3
3.0	Rent	3
4.0	Cultivation and Control	4
5.0	Trees, Hedging, Ponds	4
6.0	Allotment structures and Fences	4
7.0	Allotment use and Storage	5
8.0	Pets and Livestock	5
9.0	Water, Bonfires and Other restrictions	6
10.0	Waste and Pollutants	6
11.0	Safety and Security	6
12.0	Access	7
13.0	Rule observation	7
14.0	Waiting list applications	7
15.0	Termination of tenancy	7
	Allotments Agreement	8

THE RULES AND REGULATIONS

1. Tenancy

- 1.1 The tenancy of the allotment is personal to the tenant named in the tenancy agreement.
- 1.2 The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.
- 1.3 In cases where a non-member is helping out on a plot due to the temporary infirmity or absence of the plot holder, the Amenities Committee shall use their discretion as to how long this arrangement can continue based on the facts available. It is the responsibility of the plot holder to inform the Committee of any such temporary arrangement.
- 1.4 While there remains a waiting list for allotments, tenants may not have more than one full plot of allotment.
- 1.5 Only the tenant or persons authorised or accompanied by the tenant are allowed on site.
- 1.6 Any committee member or tenant may order any unauthorised person found on the site to leave immediately.
- 1.7 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches allotment rules then the tenant will be held responsible.
- 1.8 The playing of amplified music and ball games is forbidden.

2. Notices and changes of details

- 2.1 Tenants must notify the council in writing of any change in address or contact details.
- 2.2 If a tenant moves to an address outside the boundary of Middleton Cheney, they will be required to give up their plot at the end of the year for which they have paid rent. If a tenant moves to within 3 miles of Middleton Cheney the council may waive this rule but each case will be looked at on its own merit.
- 2.3 Any notices or letters to be served on the tenant by the Association may be:
 - a) Sent to the tenant's address in the tenancy agreement by post, registered letter, recorded delivery or by hand;
 - b) Served on the tenant personally;
 - or c) Placed on the plot.
- 2.4 Notices served under rule 17.3 will be treated as properly served even if not received.
- 2.5 Written communication for the council should be sent to the clerk.

3. Rent

- 3.1 The tenant shall pay 50% of the annual rent balance on 25th March and 25th September of each year, or within 2 weeks thereafter. Rent may be paid to the council in advance of the rent day by arrangement, if the tenant will be away at that time.
- 3.2 Anyone not paying their rent by the 14th day after rent day will be deemed to have surrendered their plot and it will be repossessed and re-let immediately.
- 3.3 Tenants taking up an allotment before/beyond Rent Day will normally be charged on a pro rata basis.
- 3.4 Tenants may voluntarily surrender their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before the year end; no rent refund will be payable.
- 3.5 New tenants will be responsible for recording the initial plot condition by taking photographs of the plot at the time of accepting the tenancy.
- 3.6 A departing tenant shall remove any items or derelict structures from the plot before the end of the tenancy. The council will dispose of any materials not removed and the full cost will be charged to the outgoing tenant.
- 3.7 Rent increases will be decided by the membership at the AGM and notice given prior to the rent day.

4. Cultivation and control

4.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig, mulch, prune, manure and weed 75% of the plot. Compost bins, glasshouses, water butts, poly tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.

4.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains un-cropped or unplanted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas must be kept tidy, safe and free from flowering weeds.

4.3 Allotments that have areas not suitable for production, such as heavily shaded areas, excessively sloping land or impoverished or polluted soils, may be allowed to become lawn area. This must be first agreed by the Amenities Committee and should be regularly maintained by mowing.

4.4 It is the tenant's responsibility to keep their plot free of weeds that cause a nuisance to adjoining tenants. Where, on inspection or as the result of complaint, a plot with weeds is identified, the tenant will be sent an appropriate remedial action notice. A further inspection will then be carried out 2 weeks after the date of the notice and if no improvement, a notice of termination will be sent to the tenant.

4.5 The Association reserves the right to enter onto any plot, with or without the consent of the tenant, to cut down excessive and seeding weed growth and overgrown grass, where alternative resolution cannot be met in advance. The removal costs will be charged to the tenant and failure to pay will result in tenancy termination.

5. Trees, Hedging, Ponds

5.1 Tenants must not, without consent of the Association, cut or prune trees outside their own plot; plant any trees or allow self-seeded trees to grow on their allotment (including any that are growing through the perimeter fence).

5.2 All bushes and hedging over 2 metres in height are in breach of allotment rules and will lead to a notice and possible termination.

5.3 Fruit trees are not permitted to root on allotments.

5.4 Invasive plants, willow, conifer, pine and fir are not permitted.

5.5 Tenants are responsible for maintaining any hedge on or adjacent to their plot. They should be kept to a maximum height of 2 metres and the sides shall be trimmed at least once a year.

5.6 Where hedges abut a perimeter boundary or road, the Council or adjacent land owner is responsible for maintaining the outside of the hedge.

5.7 Hedges should not be cut back during the bird nesting season which runs from the 1 March to 1 September annually.

5.8 No conifers or invasive screening plants may be planted as hedging on allotment land.

5.9 No ponds are permitted on Parish Council Allotment land.

5.10 The use of sunken baths or tanks for water storage is not permitted for reasons of safety. Baths being brought onto allotment land will be considered waste and tenants will be put on notice to remove them.

6. Allotment structures and fences

6.1 Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Polytunnels, glasshouses and fruit cages will be included within the cultivated area.

6.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of any structure, the tenant must either repair it to the committee's satisfaction or remove it within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal.

6.3 Tenants may put up one shed and one greenhouse or polytunnel.

Prior permission from the Amenities Committee is required for sheds and poly tunnels with the size and shape agreed in advance. Glasshouses and poly tunnels should cover no more than 20% of the allotment and should not exceed 2.13 metres in height. Cold frames are permitted.

6.4 Wany structure must be removed on termination of lease.

6.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. Asbestos). Whilst recycling is encouraged, materials should be fit for purpose.

6.6 The maximum size of a shed is 8ft x 6ft x 7ft (LWH)

6.7 All structures must be adequately secured to the ground to prevent uplift and sheds requiring a footing should be on slabs bedded on sand.

6.8 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities such as water supply pipes.

6.9. No fences exceeding 1 metre high should be erected between neighbouring plots. Posts should not be set in concrete.

6.10 Nothing should be attached to, hung on or stored against boundary fencing or walls.

7. Allotment use and storage

7.1 Tenants must use their allotment and any structure on it for their own personal use and must not carry out any business or sell produce from it without permission from the Parish Council.

7.2 Tenants must not use their allotment as a place of residence and/or sleep overnight.

7.3 The allotment is leased to the tenant for the purpose of cultivation of herbs, flowers, fruit and vegetables.

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

7.5 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on allotment land.

7.6 Overnight erection of tents and other temporary structures as well as overnight camping is not allowed on allotment land.

8. Pets and livestock

8.1 Dogs are permitted to visit on allotments provided they can be kept under control at all times and do not access or cause disruption to neighbouring plots. They must not be kept on the plot overnight.

8.2 Tenants are responsible for cleaning up and removing from the site any faeces their dog may deposit.

8.3 Tenants with persistent barking dogs or dogs that harass other plot holders will have their dog barred from the site.

8.4 The burial of any pets or animals on any allotment land is strictly forbidden and anyone found so doing will have their tenancy terminated.

8.5 No other animals or livestock may be kept on council allotment land.

9. Water, bonfires, other restrictions

9.1 Sprinklers and the use of hose pipes are prohibited on allotments; however, hose pipes may be used to fill water butts provided this does not prevent other tenants having access to water supplies.

9.2 Bonfires are permitted for the burning of untreated or unpainted woody waste from the allotment only. The burning of any other materials such as plastics, tyres, carpet, MDF or other similar materials is strictly prohibited and will lead to immediate termination of lease.

9.3 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, may result in action being taken by the Council under the Environmental Protection Act 1990.

Tenants who light fires within 50ft of the centre of a highway may be guilty on an offence under the Highways Act 1980.

9.4 Fires must be attended at all times until all the material has burnt out. Fires must be kept to a manageable size to ensure safe burning and minimal smoke production. Any fires managed in an unsafe way or in contravention of the above legislation may result in tenancy termination.

9.5 The council reserves the right to prohibit bonfires from specific plots and/or groups of plots.

9.6 All potentially toxic material should be removed from the allotment site and disposed of at the relevant civic amenity site. Failure to remove such materials will lead to lease termination and recovery of removal costs.

9.7 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment without written permission from the council.

10. Waste and pollutants

10.1 Waste, except for manure/compost, from external sources may not be deposited on the allotment or any other part of the site. This includes polluting materials such as tyres, asbestos, carpets and glass. However recycling is encouraged and glass for use in green houses and cold frames is permitted as are carpets and card board for use when used for the suppressing weeds but these must be removed from the site when no longer required.

10.2 The creation of concrete pad footings for sheds or green houses or concrete pads for paving, or any solid brick or cement structure is prohibited. Removable concrete paving slabs are permitted providing the land can be cultivated once slabs are removed.

10.3 All non-diseased vegetation matter should be composted and used on the tenant's allotment. Diseased plants and perennial weeds must be burned or removed off site.

10.4 Any tenant who witnesses anyone illegally fly tipping rubbish on allotment land should not confront the fly tipper but immediately inform the clerk's office and report to West Northants Council.

11. Safety and security

11.1 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy, and the aggrieved party will be encouraged to report the matter to the police.

11.2 The allotments and site or any structure thereon must not be used for any illegal or anti-social purpose. Any tenant found to have committed an illegal act will be subject to immediate tenancy termination.

11.3 In cases of two tenants having an unresolved dispute and where no one party can be proven as being in breach of allotment rules, the council reserves the right to end the tenancy of both parties.

11.4 Tenants have a duty of care to everyone on site, including visitors, trespassers and themselves.

11.5 Any structure or any other item considered hazardous should be removed immediately or following instruction from the council. Failure to do so will see the council arrange for the removal of the structure or item, with cost being charged to the tenant, and this may also result in termination.

11.6 Storage of fuels and hazardous materials is prohibited. Usage of fuels should be undertaken with caution. If hazardous materials such as asbestos are found on site then a site rep must be informed without delay.

11.7 Particular care should be taken when using strimmers, rotovators and other mechanical powered equipment both in relation to the user and any third-party person. Appropriate personal protection equipment should be used/worn at such times.

11.8 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

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

11.10 Tenants must shut and lock, if appropriate, gates on departure from the site to prevent access by unauthorised persons or animals. This applies even if the gates are found to be open on arrival.

11.11 The council will not be liable for loss by accident, fire, theft or damage of any structure, tools, plants or the contents on allotments. Tenants are advised not to store any items of value on the allotment and to insure and mark any item kept at the allotment. Tenants should report incidents of theft and vandalism to their site rep and the police.

12. Access

12.1 Paths within allotments must be kept free from flowering weeds and the grass must not be allowed to exceed 6 inches in length.

12.2 It is the shared responsibility of tenants to keep the paths between their allotments maintained, cut and clipped, and paths must be kept clear of obstructions.

12.3 All paths should be wide enough for easy pedestrian access.

12.4 It is the tenant's responsibility to keep other paths, haulage ways and areas adjacent to their plots maintained, cut and tidy and also to keep them free from obstruction.

12.5 Tenants must not expand their allocated plot into any adjacent area, without seeking the council's approval.

13. Rule observation

13.1 Tenants must observe and comply with current rules, regulations and policies and those which the council may make at any time in the future. This is to include statutory law changes and local restrictions, such as bonfire and water restrictions.

13.2 A paper copy of the rules will be handed to each tenant on accepting an allotment and a copy will be posted on the council's website. Failure to comply with these rules will lead to the tenant being put on notice and to possible tenancy termination. In certain extreme instances, a breach of site rules can result in immediate termination of tenancy.

13.3 Tenants must comply with any reasonable or legitimate directions given by a council member in relation to an allotment or site.

14. Waiting list applications

14.1 Application to go on the council allotment's waiting list should be made to the clerk by email or letter giving name, address and contact details.

14.2 The waiting list is administered by the council / clerk. Plot letting and enforcement of these rules, including plot terminations, is dealt with by the clerk in liaison with the council.

15. Termination of tenancy

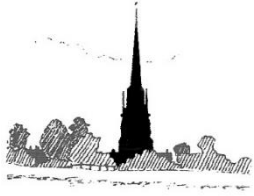
15.1 The council may terminate allotment tenancies in any of the following ways:

a) At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it had been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible the council will consult with tenants and arrange relocation and if appropriate, compensation.

b) By giving notice to quit if:

- The annual rent is not paid in accordance with these rules.
- The tenant is in breach of any of these rules or of their tenancy agreement.
- Automatically on the death of the named tenant.

(Normally there will be no objection to the partner maintaining and cropping the plot to the end of the rent year or taking on the tenancy if appropriate).



MIDDLETON CHENEY Parish Council

Parish Meeting Room
Main Road
Middleton Cheney
Banbury
OX17 2LR

Allotment Agreement

Date: Day Month 20XX

Between Middleton Cheney Parish Council
(hereafter called the Council) of the one part and Name

Of Address

(hereafter call the Tenant) of the other part whereby the Council agree to let and the Tenant agrees to hire
as a yearly tenant commencing: Day Month 20XX

The Allotment Garden(s): Numbered/Lettered _____

In the Register of Allotment Garden(s) provided by the Council and containing or thereabouts (subject to
the exceptions and reservations contained in the Lease under which the Council hold the land) at the yearly
rent of _____ payable half-yearly and at a proportionate rent for any
part of a year over which the tenancy may extend.

The tenancy is subject to the Allotment Acts, 1908 to 1950 and to the regulations endorsed on this
Agreement.

Signed Witnessed
Authorised Officer of Middleton Cheney Parish Council

Signed..... Witnessed
Tenant