



Coleshill Town Council

Allotment Tenancy Rules

Town Hall
High Street
Coleshill
Warwickshire
B46 3BG

These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all allotment gardens including any let before these rules came into force. Tenants must also observe any other rules or regulations which The Council makes at any time in the future.

All tenants must complete and sign a Tenancy Agreement. Each plot will be in the name of one tenant. Groups or organisations must submit a pre-tenancy application for approval by The Council; such tenancies will be in the name of one person known as the principal tenant. The principal tenant must be actively engaged in, and hold responsibility for, the cultivation and maintenance of the plot according to the terms and conditions of this agreement.

Only the Tenant, people accompanied by the Tenant or person(s) authorised by The Council, are allowed on the Site. The Tenant is responsible for the behaviour of all visitors to the Site. Neither the Tenant nor their visitors have permitted access to any plot other than that let to the Tenant. The Council may take action for breach of this Tenancy Agreement against any Tenant who The Council believes was responsible for allowing an unauthorised person onto the Site.

The tenancy of an allotment garden is personal to the tenant. Tenants may not assign, sublet or part with the possession of all or part of their allotment gardens.

The Council shall let to the tenant for him/her to hold as tenant from year to year the allotment garden. The tenant shall pay a yearly rent in advance, renewable on the 1st day of November. The Council reserves the right to increase the rent at the time of renewal. In-parish tenants will receive a discount on tenancy charges.

The tenant shall, during the tenancy, carry out the following obligations:

1) The Tenant's Allotment

- 1.1 The allotment shall be kept in a clean, decent good condition and properly and routinely cultivated:
- 1.2 The tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the plot is being worked all year round.
- 1.3 Within the first three months of the tenancy 25% of the plot must be under cultivation with crops. This is discretionary on the condition of the plot at the time of tenancy agreement and time of year the plot is let. After three months it must be seen that the plot is regularly tended to, and showing signs of progress. The remainder of the plot must be under cultivation with crops within twelve months.

1.4 The tenant shall cultivate the allotment garden for, and shall use it only for, the production of fruit, vegetable or flowers for domestic consumption by himself and his family or group.

1.5 Written consent from The Council is required to plant any trees which must be of dwarf root stock. Trees or hedges must not cause a nuisance to other tenants, or adversely shade neighbouring plots. The Council reserves the right to ask for the removal of any such trees or bushes by the tenant. Trees and bushes that are not routinely pruned by the tenant, will be treated as not properly cultivated.

2) Green Waste Bonfires and Rubbish

2.1 The tenant must not use the allotment for any illegal or immoral purpose, including the disposal of waste, other than that permitted by this agreement. The tenant shall dispose of all waste matter on his/her own allotment garden and shall not deposit rubbish elsewhere within the allotment garden or surrounding area. The tenant shall not deposit rubbish, refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) on their allotment plot or instruct anyone else to do so. Permission must be obtained from the Council for all deliveries to the site and no third party should ever be given the access codes to the Site. The Tenant must be available to oversee the delivery in accordance with this agreement.

2.2 The tenant is responsible for the removal and disposal of any waste from the allotment plot in a legal, ethical and appropriate manner. The Council reserves the right to seek reasonable costs from the Tenant for the removal of rubbish and hazardous material from the Site, either during the term of, or upon the termination of, this agreement.

2.3 The storage of any equipment or materials outside any structure, is not allowed and constitutes the storage of rubbish on the allotment plot, contravening this agreement.

2.4 The tenant must ensure that any manure on the site that has not been dug in or spread on to the allotment garden is covered.

2.5 The tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed, plants infected with fungal disease which must be taken to an approved disposal facility).

2.6 Bonfires must be solely for the burning of plant waste that has been solely generated during the routine and proper cultivation of the plot.

2.7 Under no circumstances should any waste be brought on to the site for disposal.

2.8 The burning of waste must not be allowed to cause a nuisance to neighbouring residents and under no circumstances should be left unattended. (If your allotment site is by a highway, you could be fined if you light a fire and allow the smoke to drift across the road and become a danger to traffic).

3) The use of Chemicals and Fertilisers

3.1 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.

3.2 The Tenant must and so far as possible, select and use chemicals, 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.

3.3 The Tenant must comply at all times with current legal requirements and those of regulations as notified by The Council. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use for proper cultivation of the plot is prohibited. All such materials must be stored in a safe manner and must not be allowed to become a hazard or nuisance to others.

4) Structures

- 4.1 The tenant shall not erect any building or other permanent structure on the allotment garden, nor fence the garden, or part of it, without first obtaining the written consent of The Council. The tenant shall accept all responsibility for any buildings or tools kept on the allotments.
- 4.2 Tenants must leave a minimum gap of 2' (0.6m) between the rear of their plot and any adjoining boundary fence to allow access for maintenance.
- 4.3 Any structure may not be erected without the prior permission of Coleshill Town Council and no permanent footings or bases should be constructed.
- 4.4 Any shed, greenhouse or polytunnel erected on the allotment garden must be maintained in a good state of repair and condition to the satisfaction of The Council and if The Council is not satisfied with the state of repair it may order the tenant to remove the structure.
- 4.5 The Tenant must not use any harmful materials such as corrugated or sheeted iron (or similar metal objects); barbed wire (or similar material); sheet glass that is not part of a greenhouse or similar structure used for the purpose of cultivation. The tenant must not use any synthetic carpet or underlay on the site.

5) Antisocial Behaviour

- 5.3 No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the allotments. The Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment.
- 5.4 Children (under age 16) must be supervised at all times by the tenant or a responsible adult who is authorised to be on the Tenant's plot.
- 5.5 The tenant must not bring or use any weapons (e.g. air rifles) on to the site
- 5.6 Physical or verbal abuse to other tenants or Officers of The Council will not be tolerated.
- 5.7 Tenants cannot cut or prune any trees adjoining the allotment garden.
- 5.8 Tenants are not to cause damage to other tenants' property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates etc.
- 5.9 Access any other plot than their own unless invited to do so by the tenant of that plot.
Tenants are not to cause damage to other tenants' property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates etc.

6) Vehicles and Site Access

- 6.1 Tenants must not create access points through any external border to the allotment sites for either pedestrian or vehicular access.
- 6.2 Tenants must not have anything delivered to the site without prior agreement of The Council.
- 6.3 Tenants must always be there to meet a delivery in accordance with this agreement.
- 6.4 Vehicles must not be parked or driven anywhere on the Site other than within defined parking areas.
- 6.5 No vehicle, trailer or similar equipment is to be left on the Site overnight.
- 6.6 Caravans are not permitted on the site.
- 6.7 Tenants are responsible for ensuring that gates are locked after entering and exiting the site and that any padlock codes are not divulged to other people either verbally or by leaving the padlock on the code after unlocking.

7) Animals, Livestock and Bees

- 7.1 No livestock or poultry of any kind shall be kept upon the allotment garden.
- 7.2 Beehives are not allowed on the allotment garden except with the prior agreement of The Council. Tenants must have valid insurance cover preferably through membership or affiliation of the British Bee Keeping Association. A copy must be filed with The Council. Any recommendations made by an appropriate Council Officer must be implemented by the

tenant. The main purpose of the allotment plot must still be for cultivation and within the spirit and obligations of this agreement.

- 7.3 Any dog (including Assistance Dogs) brought onto the Site must be kept under control and must not cause a nuisance to other plot holders or neighbours of the Allotment Site.

8) Allotments and the Council

- 8.1 The Allotment Garden (and any structure on it) may be entered and inspected by an appropriate Officer of the Council, or a named Officer of the relevant Association, at any time, when the required access must be given.
- 8.2 Tenants must immediately inform the Council in writing of changes of address and other contact details.
- 8.3 Any breach of the above provisions of this Agreement for a period of one month or longer will result in the Council reserving the right to terminate this tenancy agreement with immediate effect, but without prejudicing the Council's right to claim damages for any such breach or to recover any rent due before the time of such termination remaining unpaid.
-