

Binfield Parish Council

Allotment Rules



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Interpretation of Terms

1. Throughout these rules, the expression:

“Allotment Plot” or “Plot” means a defined area of land within each allotment site that is available to rent for an annual sum.”

“The Council” means Binfield Parish Council and includes any committee of the Council. The Council will appoint such employees or others to carry out inspections or works at its sites as it thinks fit.

“Tenant” means a person who holds a tenancy of an Allotment Plot.

“Clearance” means that all weeds, overgrown grass and vegetation must be removed.

Acceptance

2. By accepting the tenancy of the Plot, the Tenant agrees to observe and abide by the rules set out by the Council. The Tenant also agrees to abide by any other terms and conditions which the Council may implement from time to time.

Use

3. The allotment garden is to be used to produce fruit, vegetables, and flowers for domestic consumption (not commercial) only. The level of cultivation on the plot forms part of the inspection.

4. No livestock or poultry of any kind shall be kept on the allotment.

Cultivation

5. The allotment plot (plot shaded green on attached plan) must be kept clean, free from weeds, in a good state of cultivation and fertility, and otherwise maintained in a good condition.

6. At least 80% of the allotment plot must be cultivated and in active use during the main growing season (March to September). The Council will allow new Tenants a reasonable period to reach these standards especially if they have taken over a Plot in poor condition.

7. Only small fruit trees may be planted on the Plot. These must be of a dwarf variety and kept suitably pruned so as not to encroach on any pathway or adjoining Plot. However no more than 40% of the Plot should be set aside as a fruit orchard. Other species of trees are not permitted.

8. If the Tenant is otherwise and temporarily incapacitated and unable to manage the Plot, the Council **must** be informed in writing. The Tenant must put in place measures to have the plot maintained at their own expense for the duration of their incapacity.

Boundary Paths

9. For the Red Rose allotment site, the Tenant shall maintain, as far as possible, any ditch bordering the allotment plot (marked in yellow on attached map) as well as ensure the furthest path from the main gate bordering the allotment plot (marked in red on attached map) is regularly cut or mown. For the Pocket Copse allotment site, the Tenant shall maintain, as far as possible, the path bordering the allotment plot (marked in red on attached map).

Paths must always be kept clear of weeds, grass and rubbish or any other obstruction and available for access by neighbouring Tenants. This will form part of the inspection.

Sheds and Other Structures

10. No building or other structure must be erected on the Allotment Plot without the prior written consent of the Council. This includes sheds, greenhouses, and poly tunnels. Tenants must comply with the separate regulations for these structures (which are set out in Schedule 1).

Fencing, Gates and Access

11. To help maintain the security of the site, Tenants must ensure that the allotment gates provided by the Council for general access are closed and locked after entry and exit by those Tenants using such means.

Rubbish

12. Unwanted plot refuse and discarded rubbish must not be left on Plots or communal areas at the site nor dumped into or over hedgerows or against boundary fences or on unused Plots. The Council recommends that all green waste should be composted by individual Tenants or disposed of safely at the local refuse centre. Anyone having a picnic or similar should ensure that all rubbish is disposed of correctly and not left on the allotment site.

Nuisance and Mechanical Tools

13. The Tenant shall cause no nuisance or annoyance to the occupier of any other Allotment Plot or neighbouring properties.

14. Damage must not be caused to other Tenants' property, crops, nor to the infrastructure of the site.

15. In the interests of good relations with other Tenants or nearby properties, strimmers, rotovators or other mechanical equipment may only be used between the hours of 09.00am to 8.00pm Monday to Saturday, and 9.00 am to 4.00pm on Sundays. The use of mechanical diggers requires express permission of the Council.

Watering

16. The Tenant must exercise due and proper care of the water supply to prevent waste and must prevent contamination thereof and must not wash produce or tools in the water tanks.

17. No sprinklers are allowed. The use of hand-held hose is permitted. Hose users must give priority to watering can users. For the Pocket Copse allotment site, the water butts supplied are suitable for watering cans only. Hoses must not be used if a hose pipe ban is in effect.

Chemicals and Weed Control

18. Tenants must not bring on site or use any non-approved toxic chemicals as per HSE regulations. Tenants must safeguard the use of any approved fertilisers/chemicals and must not leave discarded items of this nature unprotected. Any chemical which is stored on site, must be stored in compliance with the control of Pesticides Regulations Act (amended) (1997) and the control of Substances Hazardous to Health Regulations (2002).

19. When using any type of chemical spray, a Tenant should speak to the Tenants on neighbouring Plots before use and be mindful of drifting chemicals in windy conditions. Organic sprays are preferable where possible.

20. The Council does not recommend the use of old carpet to suppress weed growth. The Council will charge for removal of old carpet or other bulky items of waste abandoned on any plot. It is recommended that biodegradable materials be used for weed suppression.

Dogs / Leadable Pets

21. Dogs must be kept under strict control and be always kept on a lead when on the site of the Allotment Plot. All dog faeces must be removed from the site. All dogs/leadable pets must be kept securely within the Tenant's own plot.

Children

22. Children and young people, whether individually or in family groups, whilst visiting any of the Council's allotment locations must be fully supervised in the interests of their own safety and those of others. Under no circumstances should children be allowed to wander around any site un-supervised. Permission will be required from the Council prior to any young person visiting a site or working on a plot without supervision.

Other Important Terms of Agreement

23. Children's swings and slides and household furniture are not permitted on Site.

24. Ball games are not permitted on the allotment sites.

25. No timber or trees belonging to the Council must be cut or pruned, nor must any mineral, gravel, sand or clay, be taken, sold or carried away.

26. Fireworks are not permitted on allotment sites, nor must fireworks be ignited within the curtilage of the allotment site at any time.

27. The use of tyres is not permitted.

28. Bonfires are not permitted.

29. The tenant will have regard for all relevant health and safety guidelines and legislation, such as the Occupiers Liability Acts (1957 and 1984) and work with the Parish Council to ensure allotments are managed in a safe way for all those that visit them. A copy of the leaflet from the National Allotment Association can be provided upon request.

Vehicles

30. For the Red Rose allotment tenants, the use of the York Road car park is permitted. For the Pocket Copse allotment tenants, parking is available in the shared parking area opposite the allotment site. Vehicles must NOT be parked on the allotment plot path, except for loading/unloading.

Tenants must not park at the entrances to the allotment plots or prevent access by others. Plots are not permitted to be used for parking space.

31. No overnight or long-term parking is permitted on any allotment site.

Criminal Damage

32. The Council does not accept responsibility for stolen items or vandalism. All incidents should be reported to the police and a crime number be obtained. The Tenant's own insurance should cover these eventualities.

Assignment

33. The Tenant must not assign, sublet or part with possession of all or part of their Allotment Plot.

Power to Inspect Allotment Plots

34. An Officer or any nominated elected member of the Council must be entitled at any time to enter and inspect an Allotment Plot for the purpose of managing or inspection. Failure to maintain the allotment plot or abide by these rules, will result in an email/written request for improvement. If a Tenant fails to respond after the next inspection, then a first warning will be issued along with a date for improvement. If by that time, no improvement is seen, a final warning will be issued. If the Tenant has not taken appropriate action following the final warning, the Tenant will be held to have broken their Tenancy Agreement and will automatically lose their tenancy.

Termination of Tenancy/Relinquishing a Plot

35. Once granted, a tenancy will normally continue from year to year, subject to the following:

A tenancy may be terminated by the Tenant by giving one month's notice to the Council in writing at any time.

In the event of permanent incapacity, or the death of a Tenant; wherever possible surviving family members should advise the Council if they wish to continue or terminate the tenancy or right of occupation. Each case of tenancy succession will be considered individually.

The Council also has the right to terminate any tenancy if the due rent is in arrears for more than 40 days, the Tenant is not duly observing the rules affecting the allotment made by or in pursuance of the Allotments Act 1908, or any other terms or conditions of tenancy, or if the Tenant becomes bankrupt or by default, compounds with creditors.

The allotment plot will be available to Binfield residents only. If a tenant moves out of the area, then once the allotment year is completed, they will be expected to vacate the plot.

If a tenant is vacating a plot, either by relinquishing or termination, an end of tenancy inspection will take place. If the Council determines that a clearance is required, the plot holder will have to the end of the notice period (as outlined above), to clear the plot. If a plot clearance has not been completed satisfactorily, a contractor will be asked to clear the plot and the costs incurred will be passed directly to the outgoing tenant.

Appeal Against Termination

36. Appeals against a notice to quit must be made in writing to the Amenity Officer within 10 days of the date of the notice. The Council may uphold or revoke the notice to quit.

37. In the event of the notice being upheld and the tenant remaining unsatisfied, the tenant may appeal to the Parish Clerk. This should be communicated to the Parish Clerk in writing within 10 days of the date of the notice containing the Council's decision. The Parish Clerk will review all evidence relating to the matter and consult with the Chairman of the Amenity Committee before making a final decision against which no further appeal will be permitted.

Change of Address

38. The Tenant must immediately inform the Council in writing of any change in their address.

SCHEDULE 1

This schedule contains the regulations for sheds and other structures which the Council, as landlord, may grant the Tenant permission to erect or retain on their Allotment Plot.

Existing Structures

1. The Council honours pre-existing approved sheds, greenhouses on all Allotment Plots prior to January 2023, subject to these complying with current safety and insurance requirements.

Permission for Structures

2. No structural installation must take place until the proposal is agreed, and written permission is obtained from the Council. All requests must be submitted via email to the Amenity Officer.

3. Applicants will be notified in writing, of the decision to grant or refuse permission. Appeals may be submitted in writing to the Parish Clerk and will be determined at a meeting of the Amenity Committee.

Sheds and Greenhouses

4. Sheds should be no bigger than 6ft x 8ft and not exceed 8ft in height. Anything stored on the plot or in the shed are at the allotment holder's own risk. No more than 25% of the area of a Plot shall be occupied by a shed or greenhouse.

5. Sheds and greenhouses must not be built with permanent foundations. Any base material, such as paving slabs should be removed by the Tenant on vacation of the Plot if the shed or greenhouse is so removed.

6. Sheds and greenhouses shall only be permitted on the boundary sides of the allotment sites accordingly. Where a plot is divided into parts, the Tenant nearest the hedge must agree to allow the holder of the other parts to either share the one facility or erect their own.

7. Greenhouses may be of treated wood or metal framework, with either safety glass or polypropylene sheeting. All greenhouses constructed of safety glass must be sited away from main access paths to reduce the risk of damage.

8. The Parish Council recommend that plot holders take out a public liability insurance policy prior to the erection of any structure.

Polytunnels

9. Polytunnels may be erected with the prior written consent of the Council and would be dependent on the number of previously approved structures on the Plot.

Storage

10. Tenants are advised not to store valuable equipment in their sheds or structures. Anything stored on the plot or in the shed are at the Tenant's own risk.

Monitoring and Compliance

10. Tenants shall be notified in writing of requirements to repair, maintain or remove any structure that does not comply within the conditions set out or is believed to be unsafe or insecure.

12. On receipt of such notice the Tenant will have one month to comply with the notice.

Risk and Vacation

13. All installations are at the risk of the Tenant. The Council accepts no liability for loss, damage or vandalism however caused.

14. In the event of a Tenant giving up a site, it is the responsibility of the Tenant to remove any construction from the Plot prior to vacation and termination of the agreement. The Council reserves the right to recharge the Tenant at cost, of any charges incurred during the removal of an abandoned structure because of the failure of the Tenant to clear the Plot to the satisfaction of the Council.

15. A Tenant can part with any structure to another Tenant on completion of a fresh set of applications being made to the Council under the above rules.

Data Protection: *Your details will only be used by Binfield Parish Council to contact you regarding your allotment plot, unless you advise us that you would like to receive additional communications. The personal data we hold is that which is necessary to administer your contract with the Parish Council and will be retained during the lifetime of your contract - it will be deleted six years after the contract ends. You may express a preference to be contacted by email, telephone or post, and the Parish Council will seek to act on this preference - however if we need to contact you urgently, we may need to use phone or email to do so.*