

EASTWOOD TOWN COUNCIL



ALLOTMENT RULES AND REGULATIONS

Revised 2006

*Town Council Offices
Nottingham Road
Eastwood Town Council
Nottingham NG16 3GL*

EASTWOOD TOWN COUNCIL

Allotment Rules and Regulations

Explanatory Note

These rules and regulations have been approved and adopted by the Town Council at their meeting on 8th October 2006. They set out the conditions of tenancy of your allotment which must be followed. The rules ensure that the allotments are used for their intended purpose and that no activities are carried out which contravenes the law, prejudices public safety, causes annoyance or offence to others or damage to property both on the allotment site and adjoining properties.

A copy of the rules and regulations is provided for all allotment tenants. By signing the allotment tenancy agreement, allotment tenants undertake to accept wholly these rules and regulations.

Town Clerk
Eastwood Town Council.

EASTWOOD TOWN COUNCIL

Rules and Regulations applicable to allotment gardens owned by the Eastwood Town Council.

Interpretation of terms.

1. Throughout these rules the expression 'The Council' means the Town Council of Eastwood and includes any committee of the Council appointed by the Council. These rules are made under the provisions of the Allotment Acts 1908-1950 ('The Acts'). The term 'the tenant' means the person who has been approved by the Council, accepted as an allotment tenant and has signed the agreement form defined in paragraphs 6 + 7.

Allotment lands covered by these rules and regulations

2. These rules are applied in respect of both allotment sites owned and managed by the Council. They are situated as follows: -
 - a. **Dovecote Road Allotments** (main access in from Charles Ave) – located at the rear of residential properties bounded by Dovecote Road and Charles Avenue.
 - b. **Derby Road Allotments** – located on the north side of Derby Road opposite the junction of Blackthorn Drive.

Applications for allotment tenancies

3. Except as provided for in this rule, applicants for allotment tenancies must be resident of the Town of Eastwood at the time of application. Allocation of allotment tenancies will be given subject to the following criteria: -
 - a. Preference may be given to an applicant appearing most likely to keep the allotment garden in a proper state of cultivation.
 - b. Preference may be given to an applicant who does not already hold an allotment garden or agricultural land other than a garden of 505 m² or less attached to his residence either from the Council or otherwise not including any land the applicant is quitting over one who does.
 - c. If all other factors are equal preference will be given to the applicant whose name appears first on the waiting list of applications for tenancies which will be retained in the Council's records when all garden plots are let.

Applicants for allotment tenancies from residents in neighbouring parishes may be approved provided that at the time of application there are no other Eastwood residents awaiting approval for a tenancy.

Division of the lands into allotment gardens

4. The Town Council has divided the allotment lands into individual garden plots and a plan showing each allotment garden distinguished by a separate plot number is attached to the rules/regulations. Similarly, access paths has been defined on the plan and these will be maintained by The Council. Tenants will not extend their garden plot boundaries in any direction whatsoever beyond the boundaries defined in the plan.

Use of allotment plots by tenants

5. All allotment gardens covered by these rules must be wholly and solely cultivated for the production of vegetable and fruit crops for consumption by the tenant or his family or for growing flowers for the enjoyment of the tenant or his family. No allotment garden will be used for trade or business purposes as defined by the Agricultural Holding Act 1987. Additionally no allotment plot will be used for the keeping of hens, rabbits, bees, pigs or other similar animals.

Allotment Tenancy and Agreement Form

6. Applications for an allotment garden must complete and sign an Allotment Tenancy Agreement on a form supplied by the Town Council for this purpose and be sent or delivered to the Clerk of the Council who will register particulars of the application.
7. If approved, the agreement to let the allotment will be signed by the Clerk to the Council on behalf of the Council. A copy of the agreement will be sent to the tenant together with a copy of the Rules and Regulations. The tenancy will commence from the date recorded in the agreement.

Conditions under which the allotment gardens are to be cultivated

8. The tenant of an allotment garden shall comply at all times with the following conditions: -
 - a. The tenant shall keep the allotment garden clean, free from weeds, in a good state of cultivation and fertility and in good condition. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens. The allotment tenant shall not sub let, assign or part with the possession of the allotment garden, or any part of it, without the written prior consent of the Council. The allotment tenant shall not, without the written consent of the Council cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand or clay.

- b. The tenant shall keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in good repair, all boundary fences and gates on the allotment gardens.
- c. The tenant shall not without the written consent of the Council erect any building on the allotment garden provided such consent shall not be unreasonably refused by the Council.
- d. The tenant shall not use barbed or razor wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
- e. The tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.
- f. The tenant shall not change the defined boundaries of garden plots in any way without the prior written consent of the Council.
- g. The tenant must not deposit or allow other persons to deposit any refuse on the allotment or place any such matter in the hedges, ditches or dykes situated on the allotments or on the adjoining land.
- h. All garden refuse shall only be disposed of by composting or by removal from the site to a local authority recycling facility – by the tenant. Other means of disposal of garden refuse may be specified and authorized from time to time by the Council and all tenants will be advised accordingly.
- i. The tenant must not bring any dog or cause any dog to be brought into the allotments unless the dog is held on a lease, at all times.
- j. The tenant must not contravene the Water Resources Act 1991 or any statutory reenactment of it.
- k. When using any sprays or fertilizer 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 and
 - 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 members of the public, game birds or other wildlife other than vermin, or pests and
 - Comply at all times with current regulations.

Payment of Rent

9. The rent of an allotment garden shall become due on the 1st April each year and, unless otherwise agreed in writing be paid between the first and last day of April. For the avoidance of doubt, the rent year commences on 1st April during one year and terminates on 31st March during the ensuing year.

Power to Inspect Allotment Gardens

10. Any Member of the Council or officer shall be entitled at any time to enter and inspect an allotment garden, in accordance with the directions of the Council.

Termination of a tenancy of an allotment garden

11. The Tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the death of the tenant and shall also terminate whenever the tenancy or right of occupation of the allotment site by the Town Council, terminates.

Any allotment garden tenancy may also be terminated by the Council after one month's notice: -

- a. If the rent is in arrear for not less than 40 days from either 1st April for existing tenants or from the tenancy commencement date (see paragraph 7) for new tenants or
- b. If the tenant is not duly observing the rules affecting the allotment garden or any other term or condition of his tenancy.
- c. If the tenant carries out any action which in the opinion of the Council may constitute an illegal/criminal act.
- d. The tenancy may also be terminated by the Council or tenant by 12 months' notice in writing expiring on 31 day of March.

Services and Notices

12. Any notice may be served on a tenant either personally, by posting it to his last known place of abode or by registered letter addressed to him there or by fixing such notice in some conspicuous manner on the allotment garden concerned.

EASTWOOD TOWN COUNCIL

AGREEMENT TO LET AN ALLOTMENT

Agreement made this day 200... between the Town Council (hereinafter called the Council) of the one part and Mr. (hereinafter called the Tenant) of the other part whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant fromday 200... the allotment garden numbered Dovecote/Derby Road in the register of allotment gardens provided by the Council at a yearly rent of £18.00 payable yearly in advance.

This tenancy agreement is subject to the Allotment Rules and Regulations approved by the Town Council and to the Small Holdings and Allotment Acts 1908 to 1950.

Signed.....(Clerk to the Council)

Witness.....

Signed.....(Tenant)

Witness.....