



# Allotments & Leisure Gardens Rules

## Last updated 2021

### **The Allotment Act 1908-1950**

Extracts from the Rules as to Allotment Gardens made by the Parish Council for the Parish of Haydon Wick with respect to Leisure Gardens for the Parish.

### **Interpretation of Terms**

Throughout these rules the expression "The Council" means the Parish Council for the Parish of Haydon Wick and includes any Committee of the Council or any Garden Managers appointed by the Council under the Allotments Act 1908-1950. The words them/they will refer to the person(s) named on the tenancy.

### **Definition of the Persons Eligible to be Tenants of the Leisure Gardens**

Any person, who at the time of application to the Council for the leisure garden is resident in the Parish of Haydon Wick, shall be eligible to become a tenant of a leisure garden.

### **General Condition under which the Leisure Gardens are to be Cultivated**

The tenant of a leisure garden shall comply with the following conditions:

1. The tenant shall keep the garden clean and in good state of cultivation and fertility, in good condition and **significantly free of weeds, so as not to cause nuisance to adjacent plot holders.**
2. The tenant shall not cause any nuisance or annoyance to the occupier of any other garden or place any waste vegetable or other refuse or any debris on any path or roadway abutting on the garden and shall keep such paths free from weeds.
3. The tenant shall keep all their property – bins/tools etc, on their garden plots. This will enable the grass paths to be cut without risk of damage to that property
4. The tenant shall from time to time when reasonably necessary, cut the grass on the partition strip, **at least 2 ft wide**, between their plot and any adjoining garden or alongside any path or roadway abutting on his garden and shall keep such paths free from weeds.
5. The tenant shall not, without the written permission of the Council, cut or prune any timber or other trees, take, or sell, or carry away any mineral, gravel, sand or clay.

6. The tenant shall keep every hedge which forms part of their garden properly cut and trimmed, keep all ditches and watercourses abutting on or adjoining his garden properly cleansed. No dumping of waste materials into the hedgerow.
7. The tenant shall not, without written permission from the Council, erect any buildings on their garden. If permitted by Council to erect a building on the garden, the tenant shall adhere to the Council's specification, maintain it in good repair. Any building so erected must be removed within two weeks after termination of the tenancy.  
**Any structure should not exceed: Base 5ft x 4ft x 6ft height.**
8. The tenant shall not erect any wire or other fence on or adjoining the garden without the written consent of the Council. **Supports for fruit bushes, runner beans etc are acceptable up to 6 ft in height.**
9. Fruit trees or any other trees should not grow over a height of 6ft and not throw a sun shadow over another plot at any time of the day. Any new trees planted should be dwarf stock.
10. The tenant shall not allow any dogs in their charge to enter the Leisure Garden site except on a lead.
11. The tenant shall not obstruct the free flow of surface water in any trench or cutting abutting on or adjoining the garden whether such surface water is from tenant's own or any other garden or gardens.
12. The tenant shall not erect, display, or exhibit any advertisement board or advertisement upon any garden.
13. The tenant shall, as regards the garden, observe and perform all conditions and covenants in the lease (if any) under which the Council hold the land.
14. The tenant shall inform the Council in writing if ceasing to reside within the Parish of Haydon Wick. **Any plot holder moving out of the Parish will not retain their plot after the next October following the change of address.**
15. The tenant shall preserve the **garden number stakes** and shall provide and maintain on the garden, to the satisfaction of the Council, a numbered plate correctly stating the number of the garden as determined by the Council.
16. The tenant shall not underlet, assign, or part with the possession of the plot or any part of it, without the written consent of the Council.
17. The tenant shall not take or remove any plants or crops from any other plot without the tenant's permission.
18. **No material of any nature shall be burnt on a plot. Disposal of such material shall be by use of a skip, provided free of charge. The skip provided is only for the disposal of materials from the tenant's plot.**

19. Hosepipes: In support of water conservation the Parish Council does not allow the use of hosepipes by allotment holders.

### **Conditions Regarding the Parking of Vehicles**

1. It is an express condition that any vehicle is brought on to site at the owner's risk and the Council can bear no responsibility in this respect.
2. All vehicles must be parked in the specified area and shall be parked so as not to cause a nuisance or annoyance or obstruction to any other tenant who has a legitimate reason for being on the parking area.
3. To avoid damage to the grass paths vehicles shall not be driven beyond the car park area

### **Payment of Rent**

The annual rent should be paid by the last day in October. If payments of rents are not made and there has been no correspondence to state otherwise, the Council will assume that the tenant does not wish to renew their tenancy, and this will result in the plot being reallocated.

### **Power to Inspect Leisure Gardens**

Any member (or officers) of the Council shall be entitled at any time when directed by the Council to enter and inspect a garden. Inspections will be carried **bi-monthly** by the Parish Council to determine compliance of all plot holders with the rules. Plot holders not in compliance with the rules will be notified in writing and given **1 month of the date of the letter** to correct matters. Unless the condition of the plot is improved substantially within this time the Council will issue one months notice of termination of tenancy and the plot will be offered to the next person on the waiting list.

### **Termination of Tenancy of a Leisure Garden**

The tenancy of a garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of a tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. **The plot does not automatically go to family members, although consideration will be given.**

As from October 2011 the tenancy of a garden shall be terminated if the plot holder moves out of the Parish of Haydon Wick.

It may be terminated by the Council after one month's previous notice to the tenant: -

- 1) If the tenant is in arrear for not less than 40 days: or
- 2) If the tenant is not duly observing the rules affecting the garden, or any other term or condition of the tenancy, or if the tenant becomes bankrupt or compounds with his creditors.
- 3) **It may also be terminated by the Council by giving 12 months' notice unless offering a another suitable plot in close proximity.**
- 4) Upon termination of the tenancy the tenant will have the right to claim compensation as provided in the Allotments Act 1922 & 1950.

**Service of Rights**

Any notice may be served on a tenant either personally or by leaving it as his known place of abode, or by recorded delivery addressed to him there, or by fixing the same in some conspicuous manner on the plot.

**Parish Council Liability**

The Council is not liable for damage to or loss of plot holder’s property whether on or off their leisure garden/ allotment plot.

The CCTV at the site will be used to monitor the facility and protect the Council’s assets, it will not be used for reporting of minor criminal activity unless investigated by a Police Officer.

**OTHER GUIDANCE NOTES:**

- Please lock the gates on leaving the site if you are the last tenant on site. If you feel unsafe at being on the site alone you may wish to lock yourself in the site.
- Use water sparingly. Close the tank lid after use, to prevent contamination of the water supply. Please notify the Parish Office if you see leaks or faults to the water supply.
- The water supply will be turned off during the winter months to avoid frost damage to the pipe work.
- Please compost as much green waste on your plot as possible.
- The combination code for the site will be changed annually, details of the new code will be given within the annual rent letter.

Site/Plot Number Allocated: .....

Date: .....

**I agree to the above terms and conditions:**

Name: (Printed) .....

Signed: .....

Date: .....