



# Allotment Gardens

## Rules and Requirements And Tenancy Agreement

These rules and requirement are made pursuant to the Allotment Acts 1908 to 1950 and apply to all Council owned rented Allotments whether field managed or otherwise.

Rules & Requirements reviewed and approved May 2020. To be reviewed annually.

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## **PART 1 ELIGIBILITY OF PERSONS TO TENANT AN ALLOTMENT PLOT**

Any person, who is resident in the Kents Hill and Monkston Parish Council (including Monkston Park), is eligible to become a Tenant. The Tenant must be the person(s) who will undertake work on the Plot. The Parish Council and the Allotment Officer reserve the right to refuse to allocate more than one Plot to one individual.

## **PART 2 APPLICATION FOR TENANCY OF ALLOTMENT GARDENS**

Every application for an Allotment Garden should be in writing to the Clerk who will record details of the application. All applications will be recorded in date order of receipt and where a waiting list occurs, Plots will be offered to applicants in order of date. Applications for an allotment garden from those who are not resident within the Parish will be declined, unless there are no outstanding applications from residents within the Parish. Should this be the case, those applicants from outside of the Parish will be advised that their tenancy may not be renewed upon annual review if there are residents of the Parish who have applied for, but not been allocated an allotment garden.

## **PART 3 ALLOTMENT ASSOCIATION MEMBERSHIP**

In order to promote greater ownership and responsibility on the site, it is a condition of tenancy that the plot holder becomes a member of the Allotment Association (where active). Subject to the Constitution of the Association, all annual subscriptions must be paid in advance and failure to do so may be regarded as contravention of your tenancy. Annual subscriptions will be set and managed by the Association. The Parish Council will only recognise an Allotment Association if 75% of the allotment tenants agree. It is the responsibility of the tenants to own and run their Allotment Association and to make the rules and notify the Clerk of the Parish Council.

## **PART 4 YOUR TENANCY**

### TERMS AND INTERPRETATION:

Within these rules and requirements, the following words are to have the following meaning:

- Allotment:** A plot of land that is let by the Parish Council for recreational gardening.
- Allotment Officer:** The dedicated member of Parish Council staff or other staff member(s) of the Parish Council responsible for allotments.
- Cultivation:** Keeping the plot in good productive order by:
- The maintenance and improvement of the soil;
  - The control and prevention of weeds;
  - Planting and maintenance of lawns, ornamental plants, herbs, flowers, fruit, vegetable crops and recreational gardening.

### TERMS AND INTERPRETATION (cont):

**Road Way:** A common route within the site for vehicular/pedestrian access to and around allotments.

**Other Authorised**

**Person(s):** Tenant and their immediate family or invited guest(s). **Paths/Ridings:** Dividing paths between allotments.

**Permitted**

**Livestock:** No livestock permitted

**Ponds:** Not permitted

**Rent:** The annual rent payable to the Parish Council for an allotment.

**Site/Field:** Any area of allotments that are grouped together.

**Tenancy**

**Agreement:** A legally binding written document which records the terms and condition of letting of a particular allotment to an individual tenant.

**Tenant:** A person who holds an agreement for the tenancy of an allotment.

**The Parish Council:** Kents Hill and Monkston Parish Council (including Monkston Park).

**You or Your:** You as the tenant.

#### **4.1 Tenancy Agreements:**

The Tenancy Agreement of an allotment is personal to you as the tenant named in the agreement.

As the Tenant you may not assign, sub-let or part with possession or control of all or any part of your allotment. The allotment land is owned by the Parish Council and is let to you on an annual basis until either you relinquish your plot or the Parish Council terminates your tenancy.

You have no right to pass on your tenancy to dependants however; the Parish Council will treat sympathetically any request from immediate next of kin to continue to manage a plot(s).

No person under 18 years of age is allowed to rent a plot on an allotment. However, children are encouraged to maintain a small area within a plot whilst properly supervised.

The following charges are payable at the beginning of your tenancy:

Admin Charge	£10	(non refundable)
Plot Deposit	£35	(refundable on termination of your tenancy, if the plot is left in an acceptable condition)

#### **4.1.1 Observance of Rules and Requirements:**

Tenants must observe and comply with current rules and requirements plus any amendments that the Parish Council may make at any time in the future (e.g. statutory law changes and local restrictions such as bonfire restrictions).

Any changes to these “Rules and Requirements” will be displayed on the notice board at each site and may be sent out with rent invoices, new tenancy agreements and/or newsletters with reasonable notice.

#### **4.1.2 Plot Numbers:**

It is your responsibility to ensure that your plot number is visibly displayed on a post. Posts should be one meter in height with a red top and the number displayed on top.

#### **4.1.3 Combination Locks**

Each allotment site has an individual combination lock where the number is issued at the beginning of your tenancy. Tenants will be given at least a week’s notice via email before the combination is changed (approximately every six months)

**NOTE:** It is the responsibility of the tenant to ensure the combination lock is closed properly on leaving the site and also to ensure the number is scrambled and not left exposed.

#### **4.1.3 Rent:**

As the tenant you must pay the invoiced rent in advance without deduction and within 28 days of the due date.

**NOTE:** There are no concessions offered however, if you are on benefits, you can request a payment plan from the Parish Council in writing, providing evidence.

Rent is due on 1<sup>st</sup> April each calendar year. A minimum of 6 month’s rent will be charged in a rent year, regardless of when you start your tenancy.

**NOTE:** Rent is non-refundable.

#### **4.1.4 The Rent Year:**

The rent year will run from 1<sup>st</sup> April to 31<sup>st</sup> March.

Tenants taking up an allotment within the rent year will be invoiced for either 12 months or a minimum of 6 months (no pro rata amount applied).

At the discretion of the Parish Council the new tenant may be offered the tenancy of a plot at no charge for the remainder of the rent year in lieu of the work required to bring the Plot into cultivation when:

- A former tenant has been evicted for non-cultivation and has paid for the full rent year;
- A plot has not been cultivated for more than 12 months.

#### **4.1.5 Rent Charges:**

Your rent may increase on 1st April each year. You will receive at least six months' notice of any increase to this amount. Listed below are the plot sizes and annual rental charges applied.

A-Plot (small)	= 0-62 sqm	£26.45/year = 51p/week
B-Plot (medium)	= 63-125sqm	£52.90/year = £1.01/week
C-Plot (large)	= 126-250 sqm	£79.35/year = £1.52/week

#### **4.1.6 Change of Address and Notices:**

You must inform the Parish Council immediately of any change of address or status. Personal information held by the Parish Council relating to your allotment tenancy will be held in accordance with the Data Protection Act 2018.

Notices to be served by the Parish Council on the tenant will be sent to the tenant's address as contained within the tenancy agreement. Wherever possible it is preferred that you contact the Allotments Office by one of the following methods:

In writing:

**By post** (when necessary by registered letter or recorded delivery) to: The Clerk, P O Box 6293, Milton Keynes, MK10 1ZG

**By email:** [clerk@kentshill-monkston-pc.org.uk](mailto:clerk@kentshill-monkston-pc.org.uk)

**By Website:** [www.kentshill-monkston-pc.org.uk](http://www.kentshill-monkston-pc.org.uk)

#### **4.1.7 Relinquishing of Plot:**

You may relinquish your plot(s) at any time by giving written notice to the Parish Council and leaving the plot(s) in an acceptable condition (i.e. a condition that you would be happy to take on the plot in). Refer to section 14.1 for examples of acceptable condition.

Your tenancy agreement may also be terminated by the Parish Council for breach of these "Rules and Requirements" or if you have received two letters of non-cultivation from the Parish Council within a 24 month period.

## **4.2 Joint Tenancy**

4.2.1 Where two or more persons wish to jointly work an Allotment Garden not exceeding 250 square metres in area then subject to below each person shall sign a Joint Allotment Agreement.

4.2.2 An application for joint tenancy shall be made by the existing tenant who wishes to share the use and enjoyment of the allotment with a family member

or friend who is not otherwise the sole or joint tenant of any other allotment in Milton Keynes.

- 4.2.3 A joint tenant may have their name on any allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.
- 4.2.4 One joint tenant shall always be nominated as the “Principal Tenant” who is responsible for all payments and correspondence relating to the allotment. Where an existing plot holder wishes to change his/her tenancy to a joint tenancy then the existing plot holder shall be the “Principal Tenant”.
- 4.2.5 Where the “Principal Tenant” wishes to terminate his/her interest in the allotment then another joint tenant must first consent in writing to the Council to be “Principal Tenant” and if no other joint tenant is willing to be the Principal Tenant then the entire joint tenancy shall be terminated and the allotment plot will be offered to the next person on the waiting list.
- 4.2.6 The cultivation or use by a joint tenant of additional allotment plots on any allotment site in Milton Keynes is not permitted.
- 4.2.7 Every joint tenant is responsible for observing and complying with the allotment rules.

## **PART 5 SITE RULES**

### **5.1 Duty of Care:**

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

Particular care should be taken when using strimmer’s, rotavator’s and other mechanically powered equipment. Be respectful of the time of day for local residents when using such machinery.

**NOTE:** Machinery should only be used between 08h00-21h00.

When using any mechanically powered equipment on your plot, you should advise adjacent holders of your intention.

Shall not cause a nuisance or annoyance to the local community, occupants of adjoining properties, or any other plot-holder. Specifically, the playing of loud music is not allowed. Plot holders wishing to ‘work and listen’ must use personal listening devices with earphones only (iPods, etc.)

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials.

**NOTE:** Asbestos is prohibited on all sites. If you discover it, please inform the Allotment Officer of its location immediately.

The use of barbed or razor wire is not allowed on any allotment site by any individual tenant. If anti-vandal paint is used it must be clearly signed.

## **5.2 Speed Limits:**

There is a speed limit of 5 mph on all allotment sites; this is for safety and to maintain the integrity of the road ways, and must be adhered to.

## **5.3 Parking**

The Tenant shall not park a vehicle anywhere on the Site other than within the defined parking area. No vehicle, trailer or similar equipment is to be left on Site when the Tenant is not present.

## **5.4 Site Security:**

All tenants and authorised persons must, upon arrival or departure, lock the gates to prevent access by unauthorised persons or animals.

This instruction applies even if the gate is found to be unattended and unlocked for whatever reason, upon such arrival or departure.

**NOTE:** Access to the allotment site is only permitted through the front gates. No access is permitted through any private gate backing onto an allotment site.

Any criminal acts of vandalism and damage against tenant's property must be reported to the police, by all affected plot holders. You should pass your crime number on to the Allotment Officer who should log these for future reference/action (if applicable).

The Parish Council operates a zero tolerance policy in respect of theft from, or criminal damage to allotments or intimidation of any form. Any person proved to be involved in such activities will be subject to the full rigours of the law and if a tenant, their tenancy will be revoked forthwith, and the right to rent an allotment withdrawn henceforth.

## **5.5 Authorised Persons:**

Only the tenant and their immediate family or accompanied guest(s) is/are allowed on the allotment site, except during site open days.

The Allotment Officer or other authorised person(s) (including where applicable association committee members) may order any unauthorised person to leave the allotment site immediately.

No person under 16 years of age is allowed on any allotment site unless accompanied by an adult.



Non-tenants may be allowed on site when the tenant is away to water plants etc if permission of the tenant has been granted and the site association committee (where applicable) has been informed.

## **5.6 Dogs**

No dogs are to be brought onto the Site unless on a lead. Under no circumstances will dogs be allowed to foul on the Site. Tenants must remove any dog fouling and dispose of it off site. Dogs should be confined to the Tenants own plot during the stay. The Tenant will be held liable for any damage or nuisance caused by their dog.

## **5.7 Notices and Advertisements:**

Only Allotment Associations (where applicable), the Parish Council and local or national representative body information is to be displayed on Parish Council provided site notice boards. No other notices or advertisements are allowed on this notice board unless the written consent of the Allotment Officer has been obtained.

# **PART 6 YOUR PLOT, ITS CULTIVATION AND PERMITTED USE**

## **6.1 Personal Use:**

The allotment, and any structures on it, is let to you for your own personal use. You must not carry out any business or profit making schemes or sell produce or equipment from your allotment.

The allotments are only open from dawn until dusk and tenants must not use allotments as places of residence and must not sleep there overnight. Neither must they use the allotment as storage for cars, trailers, caravans or boats.

Permission may be sought in writing to store, on a temporary basis, other driveable vehicles such as tractors, sit on mowers, or rotavators.

**NOTE:** You are not permitted to store any fuel on the allotment site.

Tenants must not be seen to interfere with crops, trees or property etc on other allotment plots. Any disputes must be directed to the Allotments Office whose decision shall be final.

All tools, equipment, structures and personal belongings are kept on allotments at your own risk.

## **6.2 Permitted Use:**

The allotment is rented to you, the tenant, for the purpose of recreational gardening.

Allotments must be kept clear and maintained in a good state of cultivation and fertility throughout the year. A minimum of 75% of the plot must be cultivated at all times.

The whole plot, including any paths or leisure areas, must be kept tidy, safe and free from weeds.

**NOTE:** The use of carpets as weed suppressant is not allowed, due to the chemical content and the non-biodegradable nature of such items. Other weed suppressants such as black plastic (should be permeable and allow drainage) should only be used as an aide to clearing a plot and should be removed at the earliest opportunity.

### **6.3 Weed Control:**

It is your responsibility to keep your plot free from weeds, thereby not causing a nuisance to adjoining tenants. This includes not allowing weed to set seed.

Where upon inspection, or as a result of a complaint, a plot is considered to be uncultivated according to these rules and requirements (e.g. is overgrown with weeds) the tenant will be sent a non-cultivation letter. A further inspection will be carried out after 28 days and any failure to rectify the situation will result in an immediate termination of the tenancy.

**NOTE:** If two separate non-cultivation letters are sent to the same tenant within a 12 month period, this will automatically result in a termination of the tenancy.

### **6.4 Water Supply, Water Tanks/Troughs and Chemicals:**

The use of hosepipes connected in any way to any part of the allotment mains water supply is strictly prohibited and will result in the termination of your tenancy. This includes siphoning or mechanical pumping of water from the mains water tanks/troughs.

Please respect the water tanks/troughs, as they are a shared resource. Help keep them clean by following these simple rules:

- Nothing should be placed in a water tank/trough except a watering can or bucket.
- Produce or tools etc, are **NOT** to be washed in any of the water tanks/troughs (use a bucket or secondary container).
- If you discover a water tank/trough leaking or not working please report it to the Allotment Officer.

Keep chemicals of any description well away from the water tanks/troughs and other water supplies. Use a secondary container such as a bucket or watering can to fill a sprayer or watering can containing chemicals. Use the same method to rinse the container after use and dispose of the rinsings on an unused area of your own plot.

**NOTE:** Under no circumstances should chemical containers be washed out in water

tanks/troughs. Polluting mains water tanks with chemicals may result in the termination of your tenancy.

## **6.5 Structures (Sheds, Greenhouses, Poly Tunnels, Fruit Cages and Fences):**

Tenants may put up any two of the following three structures:

One shed (2.45m long x 2.45m wide x 2.13m high (8'x8'x7')) and/or One greenhouse (2.45m long x 2.45m wide x 2.13m high (8'x8'x7')) and/or One Poly Tunnel (2m x 3m).

Details including size and location must be provided to the Allotments Office. ([clerk@kentshill-monkston-pc.org.uk](mailto:clerk@kentshill-monkston-pc.org.uk)).

All structures on allotment plots must be temporary and maintained in a safe order. If the Parish Council is not satisfied with the safe state of a structure the tenant must either repair it to the Parish Council's satisfaction or remove it within one month of instruction to do so. If the structure is not removed, the tenancy will be terminated and the cost of removal forwarded to the tenant.

**NOTE:** For the purposes of this document temporary means no footings, foundations or concrete base; you must be able to move the structure at short notice.

All applicable structures must have guttering/down pipes and a suitable container(s) (i.e. covered water butts) for water conservation.

Any structures erected on the allotment must not be made from any hazardous materials and must be adequately secured to prevent uplift.

All structures must be kept within the boundary of the allotment plot, not impinging on to any path or road way. If a structure is backing onto a boundary fence, less than a meter away, the Parish Council will give the tenant notice of two weeks to move the structure should the appointed Contractor need to carry out any maintenance work.

No permanent fences are to be erected on any allotment plot (i.e. fences cannot be constructed that have posts concreted into the ground however, pegs or ground anchors are permitted and should be constructed in such a way as to be moveable in sections, requiring no more than two people to lift). All plots will preserve an open aspect (i.e. no solid fencing around plot boundaries).

## **6.6 Storage Of Materials Within The Plot:**

You are only permitted to store materials for use on the plot for a maximum of six months. Any materials (e.g. paving and timber for infrastructure work) must be used within six months of appearing on the site/plot.

Tenants will be requested to remove, within 21 days, any surplus or unused materials that they have had in situ for more than the initial six month period. After this period (21 days) surplus materials will be removed by the Parish Council and the tenant will be charged with the full cost of such removal.

Concrete for any reason is not permitted on or around allotment plots. If used, slabs can only be laid directly onto soil or a light bed of sand.

## **6.7 Paths/Ridings:**

Paths within allotment sites must be kept mown and weed free. It is your responsibility as a tenant to ensure that the riding/path on your plot is maintained.

Paths/ridings must be kept clear of obstructions at all times.

You are only permitted to use the following materials as path/riding surface:

- Grass
- Paving Slabs (whole not broken)
- Wood Bark

**NOTE:** Under no circumstances may boundary pegs be removed by tenants (you should be aware that plot sizes will be checked periodically).

All paths/ridings between plots should be maintained to a minimum of one meter wide, for easy pedestrian access to tenants' plots.

If a full plot is divided into two half plots, the Parish Council is responsible for marking the boundary between the two halves with a path of one meter and a minimum of two identifying posts.

You should not remove any part of any path/riding. If any path/riding has been altered/removed, you will be required to reinstate it.

You must not encroach (trespass) onto neighbouring plots via any paths/ridings unless permission has been granted by the plot holder.

If you have any queries about your paths/ridings or plot boundaries, please contact the Allotment Officer who will be happy to advise you.

## **6.8 Rubbish and Recycling:**

It is the responsibility of the tenant to dispose of any rubbish and recycling materials. No rubbish, weeds, grass cuttings etc must be deposited at the back or side (outside the boundary) of any plot or against the boundary of the allotment site.

## 6.9 Compost Bins/Structure

Compost bins, bought or constructed, must be accessible from the inside of your plot only. No access should be onto any paths/riding or roadway. All structures must be kept in a safe and tidy condition at all times, leaving one meter from the boundary fence to enable access by the Parish Council/Appointed Contractor for maintenance.

## 6.10 Trees:

All fruit trees must be grafted to a rootstock from the permitted list below. This list restricts the growth of fruit trees to 2.7 metres after 10 years.

The maximum permitted height for any tree on an allotment plot is 3 meters. It is your responsibility as tenant to keep any tree(s) on your plot to this height.

Permitted fruit tree rootstock

<b>FRUIT TREE</b>	<b>ROOT STOCK</b>
Malus (Apple)	M9, M26, M27
Pyrus (Pear)	Quince C, EMH
Prunus (Cherry)	Gisela 5
Prunus (Plum) including Damson, Bullace and cherry plum	Pixy
Prunus (Peach) including apricot and	Pixy nectarine

This list is not exhaustive as some tree nurseries have their own unique rootstock. It is therefore your responsibility to keep proof of the rootstock used. Any tree that cannot be shown to comply with this requirement must either be removed or maintained to the sizes described above.

Written permission must be obtained from the Allotment Officer before you plant any other type of tree or fruit including fig, walnut, cob or ornamental tree.

## 6.11 Boundary Fences

You are not permitted at any time to use the boundary fence for support of a structure, use for hanging equipment on or any other use.

**NOTE:** The boundary fence should be clear at all times for maintenance work when required or cutting of hedges.

## 6.12 Power to Inspect Allotment Gardens:

Any allotment and any structure may be inspected by the Allotment Officer and anyone invited to inspect by the Allotment Officer at any time.

Under normal circumstances the Allotment Officer, or any other officer of the Parish Council, will carry out inspections.

The Parish Council will keep a record of all site visits; plot inspections and correspondence with tenants and site representatives for a period of two years.

## **PART 7 AT THE END OF YOUR TENANCY**

### **7.1 Outgoing Tenants:**

Outgoing tenants must remove any items or structures from their plot(s) before the end of their tenancy.

Or offer any suitable structures to the Allotment Association (where applicable) for onward recycling unless prior agreement has been reached with the new tenant or Parish Council (for example the new tenant has agreed to take over the management of a shed, greenhouse, compost area, raised beds or other structure/features/crops).

The Parish Council will dispose of any materials not removed by the tenant. The full cost of collection and disposal will be charged to the outgoing tenant.

### **7.2 Terminating/Relinquishing of the Tenancy:**

The Parish Council may terminate an allotment tenancy agreement in any of the following ways:

- (a) By giving 12 months or longer written notice expiring on or before 6<sup>th</sup> April or on or after 29<sup>th</sup> September in any year.
- (b) By giving three months written notice expiring at any time in the event of the allotment being required for building, mining or any industrial purpose or for roads and sewers necessary in connection with any of those purposes or if the allotment was originally acquired by the Parish Council for a specific purpose (e.g. housing) and it is now required for that purpose or has been appropriated under any statutory provision.
- (c) By giving one months' written notice expiring at any time if:
  - The rent is in arrears more than 40 days from invoice date;
  - The tenant is in breach of any of these terms and conditions of or their tenancy agreement.
- (d) At any time if:
  - The tenant becomes bankrupt or enters into a composition with his/her creditors;
  - The tenant dies (albeit the Parish Council would normally have no objection to the immediate next of kin taking on the tenancy); the Parish Council shall terminate on the yearly rental day after the death of the Tenant;
  - If it appears that the Tenant, not less than three months after the commencement of the tenancy has not duly observed the Rules or any other term or condition of the tenancy.

- (e) Any notice may be served on a tenant either personally or by leaving it at the last known place of abode, or by letter addressed to the tenant, or by email at the last known address, or by fixing the same in some conspicuous manner on the Allotment.
- (f) The Tenant may terminate their agreement:
  - By giving notice in writing; no refund of rent will be made;
  - It is the Tenants responsibility to contact the Allotment Officer in writing if they are unable for health or other reasons to maintain their Plot.

## **PART 8 PARISH COUNCIL'S RESPONSIBILITY**

The Parish Council remains the land owner at all times and is therefore responsible for the administration of allotment sites including: Waiting lists and letting of plots;

- Rent collection;
- Termination of tenancy agreements;
- Enforcement of terms and conditions;
- Repairs to site perimeter fences, gates, water and road infrastructure;
- Vacant plot management;
- Boundary hedge and tree management;
- General repair/maintenance.

**NOTE:** Tenants should not bring any rubbish on to the allotment site from outside. Anyone caught doing so is liable to having his or her tenancy terminated.

## **PART 9 LIABILITY:**

Tenants will indemnify the Parish Council against all costs, claims and liabilities, which may arise in connection with this tenancy.

The Parish Council accepts no liability for damage or injury caused by or to tenants whilst on an allotment site.

Tenants are advised not to store any items of value on the allotment and to insure and mark any items they do decide to keep at the allotment.

## **PART 10 LEGAL OBLIGATIONS**

The Tenant must at all times during the tenancy observe and comply fully with all statutes, statutory instructions, local and other byelaws, orders or regulations and other obligations imposed by law affecting the Allotment Garden.

## **PART 11 DISPUTES**

## **11.1 Between Tenants**

Stage One: Requires consultation between the parties concerned to see if the matter can be resolved at this level.

Stage Two: Failure to agree on this matter will be escalated by referral to the Allotment Officer, who will take account of each version of the dispute and see if a way forward and resolution can be found.

Stage Three: If there is failure to agree at this point the matter will be referred to the next full Parish Council Meeting who will take the following action:

- Bring together the parties for discussion;
- Consider the evidence and determine the decision of the Parish Council;
- If there remains a failure to agree, the matter will be referred to an independent arbitrator appointed by the Parish Council; all costs will be for the tenants involved.

## **11.2 Between Tenant(s) and the Parish Council**

Any Tenant who has a concern about their tenancy of an Allotment should raise it verbally, in the first instance, with the Allotment Officer.

If the concern remains, the Tenant must write to the Chair of the Parish Council who will acknowledge receipt of the letter within seven days. The Chair will investigate the matter and endeavour to respond within 21 days.

If the Chair is unable to resolve the matter to the satisfaction of the Tenant, the final stage of the procedure will be for the Tenant to present to the next full Parish Council meeting, where Councillor's will discuss and consider the matter.

The decision of the Parish Council will be final.

## **PART 12 REPEAL OF RULES PREVIOUSLY IN FORCE**

These Rules and Requirements supersede any previous rules in force on Allotment Gardens or land managed in a similar way by the Parish Council.

## **PART 13 ADDITION TO RULES AND REQUIREMENTS**

From time to time the Parish Council may add additional Rules and Requirements as necessary to maintain the infrastructure and integrity of the Allotment Gardens and management thereof. A minimum of six months will be given.



**PART 14 EXMPLES OF GOOD/UNACCEPTABLE PLOT CONDITION**

**14.1 Good Plot Condition**



**14.2 Unacceptable Plot Condition**



## Appendix A – Guidelines to Keeping Chickens

### 1. Purpose

Under The Allotments Act 1950 (section 12), Kents Hill & Monkston Parish Council (The Parish Council) will permit a plot holder to keep hens to feed the tenant's family on an allotment owned by the council as long as the following rules and guidelines are complied with.

### 2. Rules

- 2.1 You must have a minimum of 2 chickens and can have a maximum of 6 chickens.
- 2.2 You are not allowed to keep cockerels.
- 2.3 You are required to pay a deposit of £150 that will be returned at the end of your tenancy as long as your plot has been left in a good condition and the chicken run and coop removed.
- 2.4 The 75% rule within applies, refer to **6.2 Permitted Use** in your Rules and Requirements document.
- 2.5 The two out of four structures will apply; refer to **6.5 Structures** in your Rules and Requirements document.

### 3. Responsibilities

- 3.1 It is the tenants' explicit responsibility to ensure that they are abiding by all legislation relating to keeping animals.
- 3.2 The Parish Council reserves the right to refuse permission for a plot holder to keep poultry or to insist that a plot holder either removes or reduces the number of birds kept on a plot.
- 3.3 The plot holder must notify the Clerk to The Parish Council, in writing, of their intent to keep chickens.
- 3.4 The plot holder must ensure that the chickens do not cause a nuisance to local residents or other plot holders. Cockerels may **NOT** be kept on allotments.
- 3.5 The accommodation for the chickens must be secure and maintained in good condition; it must not exceed the tenancy rules on size of structure but must meet the minimum guidelines shown below.
- 3.6 The area around the henhouse and run must be maintained so that it does not attract any vermin.
- 3.7 Feed must be stored in vermin proof containers.
- 3.8 The chickens must be kept in good health and The Parish Council reserves the right to inspect them and arrange veterinary treatment if the Council believes there to be a welfare issue. The cost of any treatment will be charged to the plot holder.
- 3.9 The plot holder **MUST** inform the council of any serious, long term or contagious health problem and the steps being taken to counteract the problem.

- 3.10 The plot holder will be responsible for the disposal of any dead birds in accordance with current legislation.
- 3.11 The tenant is responsible for the removal and costs of any structures and associated items relating to the poultry, on termination of tenancy. Any cost The Parish Council incurs cleaning the site after termination will be taken out of the deposit and any further costs billed to the outgoing tenant.
- 3.12 In line with best practice, structures for the housing of poultry need to be relocated on the plot every 12 months to prevent contamination and illness.

#### **4. General welfare guidelines**

- 4.1 Chickens must be kept in groups of at least 2 for companionship purposes.
- 4.2 You must ensure that they are checked at least once a day by a competent person.
- 4.3 They must have continuous and plentiful access to suitable feed and water.
- 4.4 They must have access to grit to aid digestion.
- 4.5 You must provide both a henhouse and an outdoor run that allows the chickens freedom of movement and the opportunity to exhibit normal behaviour, i.e. there must be adequate space to turn around without difficulty, to groom themselves, to move around, to stretch their legs, body and wings, to take dust baths and to rest undisturbed.
- 4.6 The chickens should have continuous daytime access to the outdoor runs.
- 4.7 Clean and dry bedding material must be provided on a regular basis.
- 4.8 The henhouse and run should be thoroughly cleaned at least once a week, preferably more often. Deep littering systems may **NOT** be used.
- 4.9 Chickens kept on the same land for more than a month will need regular worming.
- 4.10 Land on which chickens are kept for prolonged periods may become “fowl sick” which will prejudice the health of the birds.

#### **5. Guidelines for the provision of housing.**

- 5.1 The henhouse should be a fully enclosed shelter that provides:
  - (a) Protection from predators.
  - (b) At least 3 square feet of floor space per chicken.
  - (c) A draught free environment but with adequate ventilation.
  - (d) Warmth in the colder months and shade during the summer.
  - (e) Perches and roosting areas that are easily accessible to the birds
  - (f) An adequate number of nesting boxes.
- 5.2 The run should provide:
  - (a) Protection from predators.
  - (b) At least 4 square feet of floor space per chicken.
  - (c) A surface that allows the chickens to take dust baths.
- 5.3 Runs should also be moved on a regular basis to avoid muddy or fowl sick conditions.

## APPENDIX B – GUIDELINES ON KEEPING BEES

- Anyone wishing to keep bees on an allotment site must gain approval from the Council beforehand
- Tenants wishing to keep bees on site must be accredited by the British Beekeeping Association
- Proof of accreditation must be provided to the Council
- Council will refuse to keep bees on site if any pre-existing tenants have an allergy to bee stings
- Incoming (new) tenants will be informed that there are bees on site and will be allocated an alternative site if one is available.