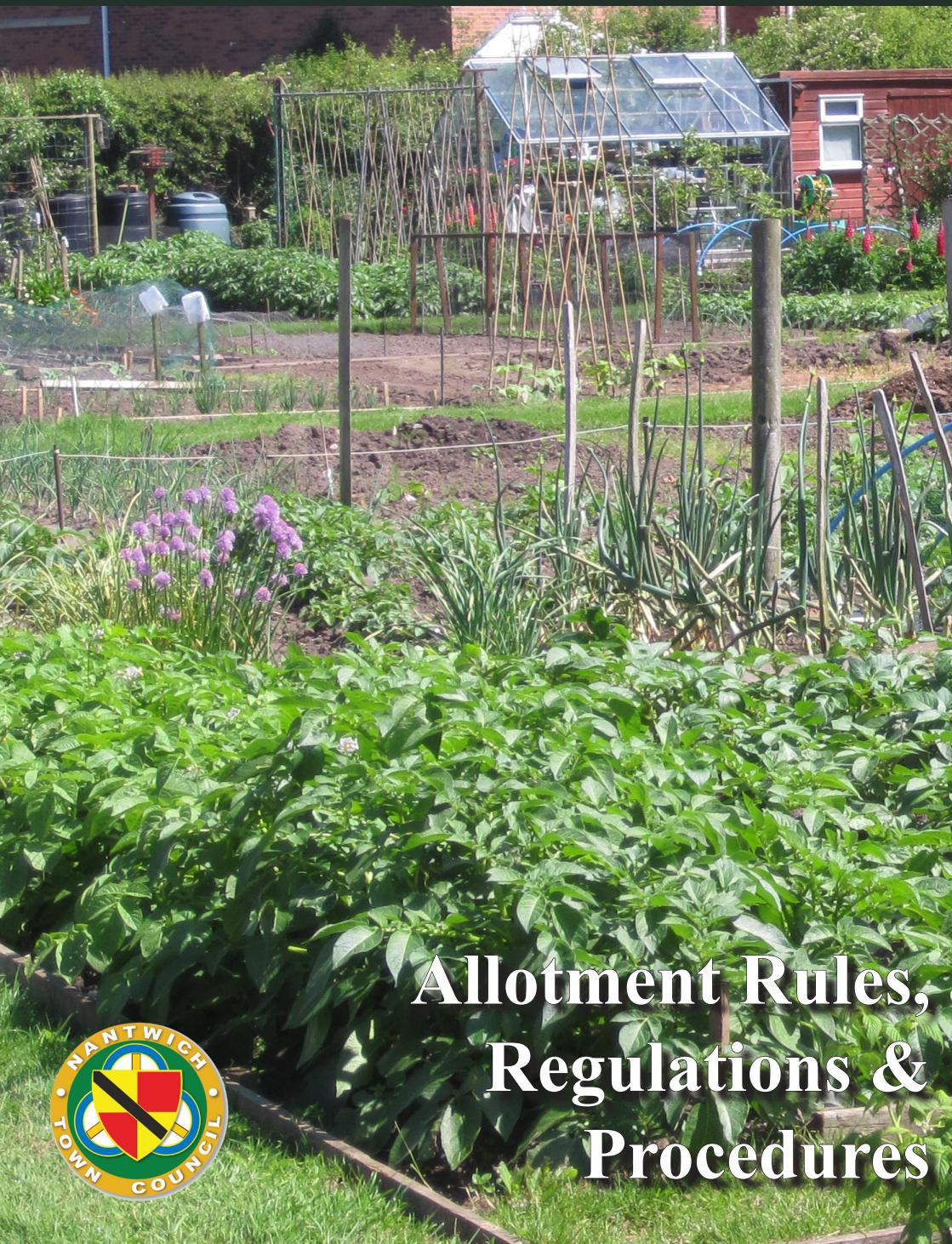


Nantwich Town Council



Allotment Rules, Regulations & Procedures



ALLOTMENT RULES, REGULATIONS AND PROCEDURES

(Adopted by Council on 10 September 2020)

The Allotment Rules, Regulations and Procedures should be read in association with the tenancy agreement.

RULES

The Tenant shall:

- 1.1 use the plot only for growing a wide range of vegetables, flowers and fruit;
- 1.2 only plant top fruit trees grown on dwarfing rootstocks and only allow hedges to grow no higher than one metre high;
- 1.3 keep all compost heaps and their surrounds tidy and painted if appropriate;
- 1.4 ensure that no soil, rubbish or materials are deposited on the paths adjoining the plot;
- 1.5 ensure that any structure erected on the plot is maintained in good and substantial repair;
- 1.6 report to the Police and the Site Manager all cases of theft and damage;
- 1.7 report all cases of damage to site perimeter fences, buildings or roads to the Site Manager;
- 1.8 keep gates to the site, and doors to any site building, locked;
- 1.9 be responsible for displaying the number of their plots;
- 1.10 take all reasonable care when using sprays or fertilisers, to ensure that adjoining hedges, trees, crops and pollinators are not adversely affected by spray drift and, in the event of damage occurring, to make good or replant as necessary;
- 1.11 Be responsible for all interior hedges to their plot including keeping the hedge at a maximum height of 2 metres.

The Tenant shall not:

- 1.12 cause any nuisance or annoyance to the occupier of any other allotment, or neighbouring property or obstruct any paths or roadways;
- 1.13 permit dogs to roam free on the site but dogs may be kept securely within the plot while the Tenant is present;
- 1.14 take, sell, or remove any minerals, sand or soil without written consent of the Council;
- 1.15 erect a hut, greenhouse, or other structure without prior consent of the Town Clerk (see procedures) and any permitted structures must be erected to conform in all respects with the plans submitted;
- 1.16 do anything in or about such structures that may be a nuisance or annoyance or cause damage or in convenience to the Council or the owners and occupiers of adjacent land or to other tenants of allotment plots;
- 1.17 permit cars to be driven at more than 5 miles per hour on the site or cause obstruction when parked on the site;
- 1.18 allow bonfires and incinerators to cause a nuisance to occupants of other properties by the creation of smoke, fumes and/or flying ash, and not leave them unattended (see regulations and code of practice);
- 1.19 deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situated in the allotment site or in any adjoining land;
- 1.20 Carry out any trade or business from the plot;
- 1.21 keep any animals or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by the Allotments Act 1950, s. 12(1) (see Regulations);
- 1.22 erect any notice or advertisement on the allotment garden other than on the notice board and by the arrangement with the site manager;
- 1.23 erect any barbed wire adjoining any path set out for the use of occupiers of the allotment garden.
- 1.24 Refrain from the use of loud machinery between 10pm-7am.

REGULATIONS

Section 12 of the Allotments Act 1950 states: -

“Notwithstanding any provision to the contrary in any lease or tenancy or in any covenant, contract or undertaking relating to the use to be made of any land, it shall be lawful for the occupier of any land to keep, otherwise than by way of trade or business, hens or rabbits in any place on the land and to erect or place and maintain such buildings or structures on the land as are reasonably necessary for that purpose:

Provided that nothing in this subsection shall authorise any hens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment.”

As a matter of courtesy the tenant should: -

- a) Advise the Site Representative/Town Clerk of any intention to keep hens and rabbits on the allotment sites/plots, and
- b) Inform the Site Representative/Town Clerk of the numbers of hens and rabbits the tenant intends to keep on the allotment sites/plots, and
- c) Inform the Site Representative/Town Clerk whether any such hens or rabbits have or have not been examined by a veterinary before being brought onto the allotment site/plot.

It is important to note that the welfare of hens kept on allotments is the responsibility of Cheshire East Council's Trading Standards who must be notified (by the Tenant) how many hens are being kept and where. Trading Standards are based at Westfields, Middlewich Road, Sandbach, CW11 1HZ
Email: tradingstandards@cheshireeast.gov.uk.

With regard to the potential hazard of avian flu, tenants wishing to keep hens are reminded of the Proviso in Section 12 of the Allotments Act 1950 i.e. “Provided that nothing in this subsection shall authorise any hens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment.”

Any tenants wishing to keep hens are advised to update themselves fully with any DEFRA requirements. Tenants must ensure that rodents, especially rats, do not infest poultry or rabbit accommodation.

Sections 79 and 80 of the Environmental Protection Act 1990 states:-

Bonfires must comply with the rules and content of the Act (which relates to nuisances caused by smoke). Wherever possible bonfires should be avoided.

Code of Practice for Bonfires on Allotment Sites

- the material is dry and clean e.g. not oily or painted
- you do not use oil or tyres to light the fire or leave it unattended
- you do not light the fire in the evening or when it is windy as weather conditions at this time of day often cause smoke to hang in the air
- you do not burn other material such as household refuse, plastics, foam, polystyrene or aerosol cans
- you keep the fire small and hot and feed it a little at a time to maintain the heat - this minimises smoke emissions
- if the fire is kept hot a large amount of material can be burnt in a short time. In this way a fire should last no longer than an hour
- you are considerate to your neighbours - have they windows open or washing on the line?
- you do not light a fire if the wind will blow significant amounts of smoke or ash onto nearby houses, properties or roads
- you do not allow the fire to smoulder; it should be doused with soil or water
- do not use petrol or any other flammable liquids to light bonfires as this can be extremely dangerous
- avoid burning at weekends and on bank holidays when people are more likely to be in their garden
- you must not burn materials that create toxic fumes and pollution, including: plastic, tyres, painted or treated wood, chipboard, MDF, carpet

PROCEDURES

Applications:

- a. Applications for plots (including relocation by existing Tenants to a new plot) must be made to the Town Clerk for the site concerned at the offices of Nantwich Town Council, Nantwich Civic Hall, Market Street, Nantwich, CW5 5DG).
- b. The applicant will be sent an Allotment Tenancy application form for completion or the form can be downloaded from the website, www.nantwichtowncouncil.gov.uk.
- c. The letting of the plots is organised by the Town Clerk on behalf of the Council, who will let plots in order of receipt of application giving precedence to residents of the town and to a close relative of a recently deceased tenant should they wish to apply to continue on the same plot.
- d. Only one plot will be allocated per household from 1st April 2014. Half-plots may be allocated if deemed appropriate by the Town Clerk in consultation with the Site Representative.
- e. Applicants (prospective tenants) will be invited to contact the Site Representative to be advised about the implications of keeping an allotment so that they fully understand the commitment required and can decide whether or not they wish to join the waiting list for a full or half plot.
- f. The Town Clerk will inform the Site Representative when a signed Tenancy Agreement has been received and request a hand-over meeting which will involve informing the new tenant about access codes for gates and toilet doors etc., ensuring that they understand the site rules and benefits of joining the allotment association.

Structures:

- g. Applications on the appropriate form for the erection of any new structure should be sent to the Town Clerk and must give full details of the proposed work.
- h. The following are the maximum sizes which will be permitted:-

Huts	7ft in height	10ft in length	6ft in width
Greenhouses	8ft in height	24ft in length	12ft in width
Polytunnels	8ft in height	24ft in length	12ft in width
- i. The front of all buildings erected after April 2014 to be at least 6ft from main path.
- j. All sheds erected after April 2014 must be of wooden, metal or plastic construction and painted or stained if appropriate.
- k. Greenhouses and bloom shelters covered with polythene will be allowed provided permission has been granted and the structure maintained.
- l. Any structure and any materials including foundations erected on an allotment plot shall be removed by the owner:-
 - i. if he/she fails or neglects to perform or observe any of these procedures;
 - ii. At the expiration of one month's written notice by the Town Council;
 - iii. At the expiration of a notice terminating the tenancy of the allotment plot.
- m. On all changes of tenancy, applications to keep existing buildings must be made to the Town Clerk who will survey the buildings for their standards before permission is granted.

Uncultivated Plots:

- n. The Site Representative will inspect plots regularly and identify plots that are in an uncultivated and neglected condition.
- o. The Site Representative will contact the tenant (if possible) to ascertain and record the reason for failure to cultivate.
- p. If the reasons are not clearly of a temporary nature, The Site Representative will explain to the Tenant procedures that will be followed if the plot remains in the same condition at subsequent inspection.
- q. Inform the Town Clerk if a plot remains in the same condition at the time of the second inspection (or if the tenant cannot be contacted) and request that the formal procedures be initiated.
- r. The Town Clerk will issue a 'cultivation order' informing the tenant that unless the plot is tended and cultivated (on at least 50% of the area) within the next 21 days, a formal notice giving 30 days to vacate the plot will be issued and enforced.

Rent Deposits:

The procedure for the allotment deposit scheme will be as follows:-

- I. Prior to the start of a new tenancy agreement the new tenant will be expected to provide, in addition to other fees, an allotment deposit, which will be set at £100.
- II. At the start of the tenancy a photo of the allotment plot will be taken by the Town Council, and the condition agreed with the incoming tenant.
- III. Allotment tenants are required under the terms of the tenancy agreement to provide written notice of intent to terminate. The Town Council will inspect the allotment plot prior to the termination date. The deposit will then be repaid in full to the allotment tenant 2 weeks following the termination date, provided that the condition of the allotment plot complies with the terms and conditions of the allotment tenancy agreement.
- IV. The deposit will not be withheld if the plot is overgrown, and the new incoming tenant will be required to dig over the ground and make good.

V. Repayment of the allotment deposit will not take place if the allotment plot does not meet the standard set by tenancy agreement and contains for example any rubbish, tyres, debris, unauthorized vehicles or parts thereof, unauthorised storage, unauthorised structures, derelict sheds, derelict cabins, derelict greenhouses and the like, which the Council will have to pay to remove.

VI. If the Council intends to withhold repayment of the deposit, the allotment tenant will be informed in writing, together with an explanation of the reason for this. The allotment tenant will be given notice that they have 1 month in which to remediate the plot, or their deposit will be forfeited in whole or part. The allotment tenant will have a right of appeal through the Councils complaints procedure.

VII. The balance of the deposit, if any, will be repaid to the allotment tenant once the cost of remediation has been deducted from the deposit.

VIII. If the Council serves a notice to quit upon any allotment tenant having paid the allotment deposit, paragraphs I to VII will apply.

SERVICE LEVEL AGREEMENT

This Service Level agreement is between Nantwich Town Council and the Brookfield/Welshman's Lane Allotment Association. This document sets out the roles and responsibilities of each party.

The Council will:

I. be responsible for maintaining all roadways, exterior fencing or hedges, water supply to the stand pipes and the building;

II. ensure that maintenance is carried out in a timely way to ensure the site is secure and meets health and safety requirements;

III. remove any sheds or debris from vacant sites and rotate such sites in order that they can be re-let to incoming tenants;

IV. outsource (if they wish) this work to the Allotment Association or any other party as appropriate. A financial contribution may be payable to the Association for undertaking such work;

V. address any health and safety issues as they are brought to their attention;

VI. ensure that the site is secure;

VII. will visit the site at least once on an annual basis. This visit may be carried out by the Town Clerk or a representative from the Council;

The Association will:

I. ensure that Health and Safety is paramount on the individual plots and on the roadways and any out buildings by working with the Site Representative;

II. undertake any minor work on the site if requested by the council under section 1.iv above;

III. ensure that the storing of tool and garden appliances in the building are done so that they do not present a hazard to tenants;

IV. report any problems relating to health and safety or security to the Site Representative or in her/his absence the Town Clerk;

V. promote the Allotments and Nantwich Town Council in any local competitions or other events;

VI. encourage all plot holders to manage their plots within the rules and regulations set out by the Town Council;

Nantwich Town Council
Specimen Allotment Tenancy Agreement

Tenancy Agreement for Allotment Holders (for Domestic Cultivation only)



THIS AGREEMENT made on this (.....) day of (.....) TWO THOUSAND AND (.....) between the Nantwich Town Council (hereinafter called the Council) and (.....) of (.....) (hereinafter called the Tenant) by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to hire, as a tenant from (.....), the Allotment, the area being Plot (.....) and part of the Allotments provided by the Council at (.....) and at the current rent of £(.....) and numbered (.....) in the Council Allotment Register.
2. The rent shall be paid on (.....) until (.....) and shall be for a period of 12 months.
3. The Tenant agrees to pay the rent in every year during the continuance of this tenancy without any deductions whatsoever within 28 days of receipt of an invoice from the Council;
4. The Tenant agrees
 - 4.1 to use the allotment garden as an allotment garden as defined by the Allotments Act 1922 and for no other purpose without the prior consent in writing of the Council;
 - 4.2 to keep the allotment garden clean and reasonably free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any path or roadway included therein or abutting thereon reasonably free from weeds;
 - 4.3 at all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment garden and specifically within the Rules, Regulations and Procedures appended to this agreement or as subsequently revised;
 - 4.4 not to sub-let, assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council;
 - 4.5 not without the prior consent in writing of the Council to erect any new building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant;
 - 4.6 to notify forthwith the Council of any change of address;
 - 4.7 to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
 - 4.8 to permit any officer or other agent or representative of the Council (including the Site Manager) to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon;
 - 4.9 to observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
5. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
6. This tenancy shall determine on the death of the tenant and may also be determined in any of the following manners:
 - a. by the tenant giving one months' previous notice in writing to the Town Council;
 - b. by the Council giving at least 12 months' notice expiring on or before 6th April or on or after 29th September in any year, (Section 1(1) (a) of the 1922 Allotments Act (as amended by the Allotments Act 1950 (c. 31), s. 1(1));
 - c. by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes (Section 1 (1) (b)) of the 1922 Allotments Act);
 - d. by re-entry by the Council at any time after giving one month's previous notice in writing to the tenant for the following reasons;
 - i. if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - ii. if the tenant no longer lives within the area of Nantwich Town Council or within one mile of that boundary (Small Holdings and Allotments Act 1908),
 - iii. if it appears to the Council that there has been breach of the Rules, Regulations and Procedures on the part of the Tenant herein contained or as subsequently amended; or
 - iv. if the Tenant shall become bankrupt or compound with his creditors.
 - e. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his or her last known place of abode or by prepaid post addressed to him or her there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

Signed (Tenant)

Signed (for the Council)



**For further information contact
Nantwich Town Council**

Civic Hall, Market Street, Nantwich, Cheshire CW5 5DG

Tel: 01270 619224

Email: nantwichtc@nantwichtowncouncil.gov.uk

Website: www.nantwichtowncouncil.gov.uk