



BLABY

PARISH COUNCIL

SERVING THE COMMUNITY

BLABY ENDERBY ROAD ALLOTMENT RULES AND GUIDANCE 2022.

Zero Tolerance Policy

- 1) The Tenant shall not cause any nuisance nor annoyance to the occupier of any other allotment plot, neighbouring resident, Parish Councillor or Parish Staff Members and must conduct themselves appropriately at all times.
- 2) Tenants shall not enter onto any other plot at any time without the express permission of the plot holder.
- 3) Tenants' visitors, must not cause any nuisance or annoyance, remove produce or any other items from another plot without express permission of the plot holder.
- 4) Visitors are the responsibility of the Tenant, and the Tenant is obliged to explain the allotment rules.
- 5) Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.
- 6) Disputes with the Council or another tenant should be referred to the Parish Manager in writing.
- 7) In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Council reserves the right to end the tenancy of both parties.
- 8) Complaints should be put in writing for members consideration and comments.
- 9) Any false information provided during the application stage or during the tenancy period will result in their plot being withdrawn.

Inspections

- 10) An appointed Office of the Council will undertake Inspections which will be carried out monthly from April until September, every year to monitor progress. The first inspection will be on, or the closest weekday to 1st April and the final inspection will be carried out on, or the closest weekday to 1st September.
- 11) The Tenant shall keep the allotment well maintained, free from weeds, properly cultivated, manured and in a good state of cultivation all year round. Wholly and mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment of the tenant and his / her family and for no other purposes and not for profit. Water butts & ponds covered at all times; the plot is to be kept clear of rubbish.

- 12) Where a tenant fails to maintain a good standard of Cultivation at the time of the monthly inspection, the Council will serve a Notice to Improve letter, giving 28 days for improvement, before the next month's inspection
- 13) If there is no improvement at the inspection one month later, a second letter will be sent giving the tenant **ONE MONTH'S NOTICE** to vacate the plot
- 14) Tenants are responsible for ensuring that plot markers are displayed at the front right-hand side of the plot at all times
- 15) Sheds to be marked with their full plot number and kept in good state of repair.
- 16) The Tenant must notify the Council of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident, or illness.
- 17) Internal paths and all shared paths kept in good state of repair, paths kept clear of waste and overhanging branches.
- 18) The Tenant must not use any part of the allotment plot or allow it to be used for the purposes of any trade or business.
- 19) The Council will not provide any refunds should the plot be vacated during the rent year or from a tenant being evicted.

Authorised Persons

- 20) Only the named tenant and their registered partner, co-worker or spouse or accompanied guest are allowed on the allotment site.
- 21) The Tenant is responsible for the safety and wellbeing and behavior of children and adults visiting the allotments. Children must be supervised at all times and must not trespass onto other Tenant's plots or paths.
- 22) In an instance where a visitor breaches site rules, then the named tenant will be held equally responsible.

Change of Address

- 23) The Tenant must inform the Council of any change of permanent address, telephone number or email address within one month.
- 24) Personal information held by the Council in relation to your allotment tenancy will be held in accordance with Data Protection. Any requests for information held by the Council in relation to the allotment tenancy will not be divulged to a third party without express written permission from the tenant.

Rent and Tenancy

- 25) The Tenant must be a Blaby resident living in the parish of Blaby for a minimum of 6 months before applying for a plot.
- 26) The address of a new applicant will be checked against the electoral register to confirm the address provided is within Blaby Parish area, due to the additional surcharge applied to non-Blaby residents.
- 27) At the time of renewal, the rental payment, signed Tenancy agreement, and signed contract form must be returned within 28 days of the dated renewal letter, without this no plot will be secured.
- 28) Rent shall be payable, yearly, in advance, during the first week in January. Tenants will be advised of arrangements for collection of rent, at least 3 weeks in advance, in writing.
- 29) The tenancy shall be terminated with one month's notice if:
The Tenant is more than six weeks in arrears with the rent **OR** it appears to Council that the tenant, not less than 3 months after the commencement of the tenancy, has not observed one or more of the allotment rules.
- 30) The tenancy shall be terminated on the death of a sole tenant.

- 31) All tenancies will be terminated with no rent refund, should the Council's tenancy be terminated by the Landowner (currently Trinity College Cambridge).
- 32) The outgoing Tenant has the right to pick crops for the one-month' notice period of the termination of the tenancy and remove their belongings. After this period any items that are not removed shall become the property of the Council and will be disposed of in accordance with the waiting list.
- 33) The Council will not reimburse for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.
- 34) The Tenancy of an allotment is personal to the tenant and is not transferable, the named tenant may not assign, underlet, or part with possession of all or part of their allotment.
- 35) If a Tenant is unable to cultivate their plot because of illness or any other reason the manager must be informed.
- 36) Tenants leaving their plot should clear the site within the one-month' notice period and leave it in a good condition, free of rubbish and any personal belongs.
- 37) Tenants who share a plot will need to have both parties named on the tenancy agreement, as a joint tenancy, The first name on the agreement is the main tenant. It must be noted here that sharing an allotment with someone else does not confer any rights to that person, the tenancy remains with you (The named Tenant) and on it surrender is offered to the next person on the waiting list.
- 38) To be eligible for an allotment, a person must be 18 years or over of age.
- 39) All plots are let on an 'as seen' basis and the Council does not undertake any clearance work, such as weed clearance or renovation.
- 40) Tenants shall maintain compost heap in a neat and tidy condition. The compost container or structure must be well maintained and fit for the purpose.
- 41) The Council accepts no responsibility for the loss or damage for personal items stored, nor for personal injury to a tenant or visitor on the site.
- 42) Vehicles should not drive past the shed, only for the purpose of unloading and loading and the vehicle must be returned immediately back to the designated parking area.
- 43) Vehicles entering or parked at the allotments, park at their own risk, any damage is not the responsibility of the Council.
- 44) All new tenancies will be half plots.
- 45) Tenants are not permitted to use any form of barbed wire or razor wire on the allotment.
- 46) Only one allotment plot will be assigned per household after 31st December 2021.

Environment

- 47) Pesticides and insecticides must be kept to an absolute minimum and tenants must ensure they are not left unattended at any time and locked away in their sheds or removed from the allotments if no storage available.
- 48) Lubricants or flammable liquids stored on the allotment must be for use of garden equipment only.
- 49) The use of and storage of chemicals must follow the control of the pesticides Regulation Act (amended 1997) and clearly labeled.
- 50) Tenants should practice water conservation techniques including utilizing covered water butts

Evicted Tenants

- 51) The Council will not reimburse for crops that remain on the plot after the eviction period has ended, or for any improvements that had been made to the plot.
- 52) Any items left after the eviction date shall become the property of the Council.

- 53) Evicted tenants cannot enter the allotments after the eviction date, this will be treated as trespassing.
- 54) Previously evicted tenants or associated members of their household cannot apply for a plot during any 3-year period.

Animals and Livestock

- 55) No livestock of any description shall be kept on the allotment. Including Bees.
- 56) Dogs are only allowed on the allotments if kept on a lead at all times and not be allowed to foul the paths or other plots.

Bonfires and Waste Bonfires, incinerators or similar devices –

Bonfires may only be lit on Wednesdays and Sundays

- 57) May not be sited within 10 metres of any perimeter fence or hedge.
- 58) Smoke from bonfires should not cause a Nuisance to neighbouring properties.
- 59) Only dry vegetation may be burnt to prevent fires smoldering or smoking for many Hours. Only material and no material other than that produced on your plot is to be burnt on site.
- 60) Bonfires etc. must not be left unattended and consideration must be given to the prevailing weather conditions.
Tenant must ensure that the bonfire is fully extinguished before they leave the allotment.
- 61) Allotments may not be used for the storage or disposal of waste or surplus material from any other sources.
- 62) If Blaby Parish Council are fined for tenant's misuse of bonfires, the fine will be split amongst all tenants
- 63) Anyone wishing to have a BBQ or hold an event at the allotment must put their request in writing along with a copy of their public liability insurance in order for this to be considered.

Water

- 64) Water butts and ponds should always be kept covered with insect mesh.
- 65) The use of sprinklers is not allowed.
- 66) Taps should be turned off when not in use, any maintenance required should be reported to the Council.

Boundaries

- 67) All Tenants are responsible for the maintenance of the side of the hedge that abuts their allotment or shed. The Council is responsible for the maintenance of the top and the other side of the hedges where applicable, such as the car park hedge.
- 68) The Tenant shall keep and maintain a path on the right side of the plot as seen from the main path. No Tenant may obstruct any path or driveway.

Allotment Buildings

- No buildings will be permitted in the centre of the allotment. Tenants of a split plot may negotiate to erect one or two sheds on the hedge boundary.
- Tenants of split plots may only erect subject to council permission a shed or greenhouse occupying only half the strip of land at the edge of the plot.
- The Tenant shall not erect any building on the allotment without prior consent of the Council.
- The erection of a polytunnel or shed must be requested in writing to the Council for permission prior to erecting with the maximum dimensions of 2 metres in width and 5 metres in length.

Site Rules

- The tenant is responsible for keeping the entrance gate closed and locked after entering and leaving the allotment site making sure the padlock is in place and the lock code **2224** is not on show.
- An Allotment plan should be on display, on the shed at all times.
- No vehicles are permitted past the shed. Tenants and their visitors shall only park their vehicles in the designated area. Any tenants that abuse this rule are liable for any damage caused.
- If a tenant is found to be abusing the site rules, the Council will issue them with a warning letter, any repeat behavior could result in being evicted from their plot.

Written Correspondence

- Any written correspondence, for example: letters, notices, forms, will be deemed to have been served if sent by post to the tenant at his/her last known address (or by and agreed preferred alternative method, i.e., email).

Public Liability Insurance

- Blaby Parish council does not cover tenants, tenant's visitors, tenant's deliveries, or animals under their Liability Insurance whilst working on or visiting the Enderby Road allotments, therefore all allotment tenants will be automatically enrolled into the public liability scheme provided by Blaby Parish Council.

The National Allotment Society includes Insurance benefit as part of their subscription. Please contact the Allotment Society directly for more information.