Allotment Rules and Regulations

1. Application for allotments

The grant of an Allotment Tenancy is confined to residents of the Civil Parish of Minchinhampton but the Parish Council may choose to exercise its discretion, when there are vacant plots available and there is no waiting list, to grant tenancies to residents of adjoining parishes. All applicants must make application to the Clerk to the Parish Council, who will be responsible for allocating plots. The Parish Council reserve the right to restrict the size or number of plots rented to any tenant or applicant if demand and fairness warrant this action.

2. Period of Tenancy

The period of Tenancy is the Allotments Tenancy Rent Year and is for a period of 12 months from October 1st to September 30th the next year, or for shorter periods when Tenancy commences during the Rent Year. A Tenancy will commence or recommence from the date of payment of the due rent and the signature of the Tenancy Agreement by both Tenant and Parish Clerk (or their deputy) whichever is later. At the discretion of the Clerk payment and signature may take place before the due date.

3. Rent

The rent is payable in advance at Tenancy commencement for the remaining period up to the following September 30th, and thereafter on or within a fortnight after October 1st. As it is a Statutory Requirement that a year’s notification of any Rent increase is given, a clause to that effect is included in the Tenancy Agreement. The rent for the following Rent Year will be determined by the Parish Council when it sets the Parish Council Budget for the Financial Year commencing April 1st each year. If a plot is let during a year the Rent amount may, at the discretion of the Parish Council, be a proportion of the full amount payable.

4. Continuity of Tenure

Although the Parish Council will normally grant continuity of tenure of a particular Allotment plot it is not a Statutory Requirement that it does. If a Tenant requires continuity of tenure they must endeavour to attend the Parish Office to pay the rent due and sign a new or renewed Tenancy Agreement in the presence of the Clerk (or their deputy) within the first fortnight of the new Rent Year. If they are unable to do so then they must send the Clerk written notice within that period of their wish for continuity of tenure of their plot along with reasons for their inability to attend. A grant of leave to delay payment and signing of the Tenancy Agreement will normally be given but the Parish Council does not guarantee to grant such leave past one month into the new Rent Year. No guarantee of or continuity of tenure at all can be granted to any Tenant who ceases to be or is not a resident of the Parish.
5. Termination of Tenancy

When a Tenant ceases to be a resident of the Civil Parish of Minchinhampton, his or her tenancy will lapse from the next rent year subject to the discretions noted in Rules 1 and 4 above, or earlier by arrangement with the Clerk. A Tenant wishing to give up his or her Allotment at any time, for any reason, must give the Clerk one month’s written notice of this intention. The Parish Council reserve the right, for any reason which they deem proper, to tender one month’s notice to terminate the tenancy of any Allotment holder. Such notice will be deemed proper if given in writing, and addressed to the last known address of the Tenant. Except in exceptional circumstances (see below) the Parish Council will not give notice of termination in the first 3 months of the Rent Year. If an Allotment plot is not actively cultivated the Parish Council will give one month’s notice of their intention to terminate the Tenancy unless the Tenant takes immediate action to commence or recommence active cultivation. If, after that one month’s notice, in the Parish Council’s opinion active cultivation is not in progress then a final notice of termination will be sent, requiring the clearance of all personal property from the plot within 7 days. Any items left after that 7 days will be assumed to be unwanted and will be disposed of as the Parish Council sees fit. Tenancy will cease upon the death of the named Tenant, although the Parish Council will be prepared to consider passing on the Tenancy to a close family member provided a written request is made within one month. In this case a new Tenancy Agreement will have to be signed by the person taking over and the Parish Council reserves the right to charge an appropriate fee to cover its administration costs. There will be an immediate Termination of Tenancy if a Tenant, or person acting on their behalf, commits an illegal, violent or dangerous act on the Allotment site.

6. Definition of Active Cultivation

Active cultivation is Statutorily Defined as the growing and cultivation of vegetables and fruit on at least 75% of an Allotment plot during the growing season (April to September). Flowers and other plants may be grown on the rest of the plot, which may also be used for other ancillary uses such as paths, composting and the storage of materials and tools for use on the plot. The production of crops from the Allotments is to be wholly or mainly for domestic consumption by the Tenant and his or her family. Although the giving of produce from the Allotments for Charitable purposes is acceptable, the selling of it for personal gain is not and the Parish Council reserves the right to terminate the Tenancy of any Tenant found doing so.

7. Suppression of Weeds and Pests

All weeds and other air-borne seeded plants must be actively suppressed or otherwise controlled to prevent nuisance to other Allotment plot holders. The Tenant must also take reasonable steps to control or eradicate any disease, vermin or pests. If they are unable to manage this themselves they must report the problem promptly to both the Parish Council and the local Pest Control Officer for further action. The Parish Council cannot be held responsible for any costs whatever arising from the intervention of third parties in such control measures. A termination of Tenancy will result if these requirements are not actively pursued.

8. Sub Letting

Sub lettings of Allotment plots is not allowed. If any such unofficial arrangement is entered into, the Parish Council reserves the right to serve Notice of termination of Tenancy.
9. Access to Allotments

The right of entry to the Allotments is restricted to Allotment plot holders themselves. Allotment plot holders may also authorize members of their family or other persons to enter the Allotments for the purpose of assisting in the cultivation of their plot. In such cases it is the responsibility of the Allotment plot holder in whose name the tenancy is recorded, to ensure that such person or persons conform to the rules and regulations governing Allotment use. Tenants shall permit the inspection at all reasonable times of their Allotment plot by the Parish Council or its duly authorized Officers and Agents.

10. Conduct

All Allotment plot holders or persons authorized to act on their behalf, shall conduct themselves in such a manner as to not hinder or obstruct others in the cultivation or management of their Allotments. The interference with or theft of others crops or property will result in Termination of Tenancy. It is also requested that Tenants giving up an Allotment plot or plots shall, at the time the tenancy ceases, leave it and its surrounding paths or walls in a reasonably clear and tidy condition and take away all personal possessions.

11. Paths

All paths surrounding individual Allotment plots must be jointly maintained by the adjacent Tenants. Any encroachment upon such paths or the centre track, or their obstruction by overhanging plants, deposited objects or materials in a manner likely to cause inconvenience to other Tenants or hinder the maintenance of the centre path by the Parish Council or its Agents, will be deemed to be an infringement of these rules and regulations. Tenants renting an additional plot adjacent to their own must not dig up any intervening path.

12. Boundary Walls

Although they may seem strong and long-lasting the boundary walls are easily damaged and very expensive to repair. Tenants must not plant crops or place manure, compost, stones or any other materials within 18 inches of the walls. Tenants and others must also not climb over, place or move any items over them. This is to conserve and allow for the maintenance of these walls. Failure to comply with this rule may be deemed to be sufficient reason for the Parish Council to act on Rule 4 and could also result in the movement or removal without notice of anything found on or in this area by the Parish Council or its Agents, who cannot be held responsible for any loss or damage that may result (i.e. during maintenance of the boundary walls).

13. Rubbish

Tenants are responsible for the removal of any rubbish, be it animal, vegetable or mineral. It must not be dumped on spare allotments, any path or the central track. If this is done, the costs of removal may be split between all allotment holders as a levy or rent increase.

14. Bonfires

No bonfires will be allowed on the Allotment site between May 1\textsuperscript{st} and September 30\textsuperscript{th} without the written consent of the Parish Council. Any bonfire lit can only be allowed to burn during daylight, must not cause nuisance to any other plot holder or nearby resident and must be closely supervised at all times it is alight.
15. Allotment Sheds and other structures

Sheds must not be erected at the allotments. Tool chests are permitted but application must be made in writing to the Clerk and no such structure is to be erected until written consent has been given. Compost bins, water butts, plant and protective netting supports and other minor structures necessary for the cultivation and maintenance of Allotment plots are allowed, provided they are, in the opinion of the Parish Council, suitable, reasonably necessary and not an eye-sore. A suitable seat is also allowed.

16. Dogs

Tenants or persons acting on their behalf must keep all dogs on a lead whilst proceeding through the Allotments, and whilst such Tenants or persons acting on their behalf are working on their Allotment plot their dogs must be securely tethered in such a manner as to prevent them entering onto or roaming at will over other Allotment plots, and thus damaging others fruit, vegetables and property. Tenants are reminded that the District Council’s Dog Control Order Regulations apply on the Allotments.

17. Other Animals

Although Statute does allow for the keeping of Hens (not Cockerels), Rabbits and Bees it is not Minchinhampton Parish Council policy to allow this so the keeping of any animals at all on the Parish’s Allotments is not allowed.

18. Children

Children under the age of 16 must be closely supervised at all times and not allowed to wander, damage or interfere in any way with any item or plant on any other plot.

19. Access to Water Supplies

All Tenants have an equal right of access to the water supply located in the 3 Water Troughs sited along the centre track. Tools, containers, vegetables, fruit and other items must not be washed in the tanks and no material of any kind may be deposited into them. Only watering cans and other handheld containers are allowed for transporting water to individual plots. Hosepipes and pumps of any kind are not allowed. Plot holders are requested to report any leak or malfunction of the water supply to the Parish Council immediately.

20. Personal Injury, Damage or Loss to Tenants Property

The Parish Council cannot be held responsible for personal injury, damage or loss to belongings, crops, tools and implements (mechanical or otherwise).

21. Allotments Association

It is Minchinhampton Parish Council Policy to encourage the development of an Allotments Association for the Parish’s Allotments Tenants for the mutual benefit of all, provided that the Association is a current affiliate of the National Allotment Society (Official Title: National Society of Allotment and Leisure Gardeners Ltd. – a not-for-profit organization). To that end the Parish Council asks that all Tenants agree, on the part of their Tenancy Agreement written for that purpose, to the release of their contact details to this Association. Because of Data Protection Rules this will only be done on the strict conditions that the information is not used for any other purpose by the Association other than making contact with current Tenants to promote membership of itself.
22. Interpretation of Rules and Regulations

'Written' in any communication by or to the Parish Council is to be taken to mean by conventional (posted or hand-delivered) letter and/or by e-mail.

In the case of any dispute arising from the interpretation of these rules and regulations, an appeal may be made through those representatives from time to time appointed to advise the Parish Council on matters concerning the Allotments. The Parish Council will pay due regard to the recommendations of any such representatives, but in any case the decision of the Parish Council shall be final and binding.

Revised September 2014.